Fort Myers Beach Town Council

Town Hall Council Chambers
6231 Estero Boulevard
Fort Myers Beach, FL 33931

Agenda **Monday, May 18, 2026** **9:00 AM**

ORDER OF BUSINESS

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

V. PUBLIC COMMENT

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

A. Proclamation - Safe Boating Week

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

VIII. PRESENTATION

A. Bridge Project Landscaping Updates
Florida Department of Transportation (FDOT) - Update on Landscaping

IX. APPROVAL OF MINUTES

A. Town Council - May 4, 2026

X. CONSENT AGENDA

XI. ITEMS REMOVED FROM CONSENT AGENDA

XII. PUBLIC HEARINGS

A. Ordinance 26-08; Charter Changes
This legislative agenda item is a First Reading and Public Hearing on proposed Ordinance 26-08. If approved at First Reading, a Second Reading and Final Adoption Hearing will be scheduled for June 1, 2026 at 9:00 AM or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, PROPOSING AMENDMENTS THE FORT MYERS BEACH TOWN CHARTER; PROPOSING CHARTER AMENDMENTS 1) MANDATING ORDINANCES REQUIRING DISCLOSURE IN QUASI-JUDICIAL

HEARINGS, AND PROHIBITING UNLAWFUL GIFTS; 2) REVISING THE TOWN COUNCIL COMPENSATION PROCESS; 3) REVISING THE TERM OF TOWN COUNCIL SEATS FILLED BY APPOINTMENT; 4) CLARIFYING THE SERVICE OF THE INTERIM MAYOR; 5) CLARIFYING THE QUALIFYING PERIOD FOR TOWN COUNCIL CANDIDATES; AND 6) PROVIDING FOR THE USE OF THE LEE COUNTY CANVASSING BOARD; PROVIDING FOR REFERENDA ON THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR BALLOT TITLES AND BALLOT SUMMARIES FOR SUCH REFERENDA; PROVIDING FOR DIRECTION TO THE TOWN CLERK AND COORDINATION WITH THE LEE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR FILING THE REVISED CHARTER WITH THE FLORIDA DEPARTMENT OF STATE; AND PROVIDING FOR FINDINGS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

XIII. ADMINISTRATIVE AGENDA

A. Special Event: Coastal Cars & Coffee

Approval of a Special Event for the Coastal Cars & Coffee classic car showcase to be held on May 23, June 20, July 18, August 15, and September 19, 2026, at Santini Plaza, located at 7205 Estero Boulevard, from 8:30 AM to 11:00 AM, as requested by What's Up FMB, including authorization for the recurring event and the rental of 22 parking spaces at Beach Access 36 (Wastina Way) for overflow parking, subject to further approval by the Fort Myers Beach Fire Control District and the Lee County Sheriff's Office.

B. Special Event: The Whale Anniversary Celebration

Approval of a Special Event for The Whale Anniversary Celebration to be held on June 13, 2026, at The Whale, located at 1249 Estero Boulevard, from 11:00 AM to 9:00 PM, as requested by Dawn Miller of The Whale, including amplified live music and food and beverage service, including outdoor alcohol service subject to ABT approval and extension of premises approval, and subject to further approval by the Fort Myers Beach Fire Control District and the Lee County Sheriff's Office.

C. FY26/27 Budget Hearing Dates

Council shall set budget hearing dates for September 2026.

D. Collections Management Policy

Approval of Collections Management Policy for the Mound House

E. Resolution 26-102; Amended and Restated Donation Policy

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND RESTATING THE TOWN'S 2011 DONATION POLICY; PROVIDING FOR DISCRETIONARY GUIDELINES TO NAME TOWN RESOURCES, FACILITIES, EVENTS OR PROGRAMS WHEN ASSOCIATED WITH A FINANCIAL DONATION; AND

PROVIDING AN EFFECTIVE DATE.

F. Resolution 26-096, RFQ-25-17-AD Newton Design Agreement Approval

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AN AGREEMENT BETWEEN THE TOWN AND JR EVANS ENGINEERING, P.A. UNDER RFQ-25-17-AD FOR THE FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES NEWTON PARK BEACH FACILITY RECONSTRUCTION PROJECT IN A NOT-TO-EXCEED AMOUNT OF $497,750; AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

G. Resolution 26-097, Second Amendment to Tidal Basin Agreement

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING A SECOND AMENDMENT TO AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND TIDAL BASIN GOVERNMENT CONSULTING LLC, TO INCORPORATE ADDITIONAL CDBG-DR AND STATE TERMS TO THE SERVICE PROVIDER AGREEMENT FOR DISASTER RECOVERY AND MITIGATION CONSULTING SERVICES ; AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

H. Resolution 26-101, Second Amendment to Goldman Wolfe, LLC Agreement

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE EXISTING AGREEMENT BETWEEN THE TOWN AND GOLDMAN WOLFE, LLC FOR FINANCIAL CONSULTING SERVICES TO INCREASE THE NOT TO EXCEED AMOUNT FROM $197,600 TO $580,000; AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE RETROACTIVE TO SEPTEMBER 15, 2025.

I. Resolution 26-099, RFP-26-11-ES Disaster Debris Removal and Disposal Services Recommendation

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING 1) CROWDERGULF JOINT VENTURE, INC., 2) T.F.R ENTERPRISES, INC., AND 3) SOUTHERN DISASTER RECOVERY VENDOR AS THE MOST RESPONSIVE AND QUALIFIED FIRMS AS RECOMMENDED BY THE TOWN MANAGER AND SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSES RECEIVED TO RFP-26-11-ES FOR FORT MYERS BEACH DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES; AUTHORIZE THE TOWN MANAGER OR DESIGNEE TO NEGOTIATE WITH THE QUALIFIED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

XIV. FINAL PUBLIC COMMENT

XV. TOWN MANAGER'S ITEMS

XVI. TOWN ATTORNEY'S ITEMS

XVII. COUNCILMEMBERS ITEMS AND REPORTS

A. Town Manager Annual Performance Evaluation
Annual Performance Evaluation of Town Manager

XVIII. ADJOURNMENT

NOTE: THIS MEETING IS STREAMED LIVE ON YOUTUBE.

IF A PERSON DECIDES TO APPEAL A DECISION MADE BY THE COUNCIL IN ANY MATTER CONSIDERED AT THIS MEETING/HEARING, SUCH PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, TO INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH ANY SUCH APPEAL IS TO BE BASED.



For special accommodation, please notify the Town Clerk's Office at least 72 hours in advance. (239) 765-0202

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Board's proceedings should contact the Town Clerk's Office not later than three days prior to the proceedings.

TOWN OF FORT MYERS BEACH

Proclamation

***WHEREAS**, The Town of Ft. Myers Beach, in Lee County, Florida, with its beautiful year-round waters and miles of saltwater tidal coastline, rivers, bays and canals provides many of the needed outlets for recreation and relaxation to its residents, and people from around the world; and*

***WHEREAS**, recreational boating is one of Florida's leading outdoor activities with more than 50,000 registered boats in Lee county alone, distinguishing Florida as the "Boating Capital of the World"; and*

***WHEREAS**, every year lives are lost in boating accidents in spite of the educational efforts of the U.S. Coast Guard, the U.S. Coast Guard Auxiliary, the U.S. Power Squadrons, the Florida Fish and Wildlife Commission, and local agencies; and*

***WHEREAS**, federal state and local agencies and private companies and groups have combined their efforts to reduce boating accidents by developing and executing safety training programs, such as, "Boat Smart-Boat Safe", and "You're in Command"; and*

***WHEREAS**, the sponsors of these programs have focused their efforts toward the youth and general public of Fort Myers Beach, Florida, urging them to enhance boating pleasure, by avoiding alcohol while navigating, and ensuring vessels carry emergency distress and communication equipment, and participating in free boat safety checks to avoid possible loss of life, while reducing the loss of property, and marine accidents; and*

***WHEREAS,** a significant number of boating fatalities could be prevented if individuals wore life jackets.*

***NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Fort Myers Beach, Florida, does hereby designate May 16 - May 22, 2026, as*

TOWN OF FORT MYERS BEACH SAFE BOATING WEEK

and urges all citizens to join in learning and practicing safe boating by wearing a life jacket, taking boating education courses, getting a vessel safety check, operating their vessels responsibly, safely, soberly, and obeying Coast Guard regulations.

Given under my hand and the seal of the office of the Mayor this 18th of May 2026.

_____

Dan Allers, Mayor

Fort Myers Beach Town Council

Town Hall Council Chambers
6231 Estero Boulevard
Fort Myers Beach, FL 33931

Minutes **Monday, May 4, 2026** **9:00 AM**

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

Members Present: Mayor Dan Allers, Vice Mayor Scott Safford, Council Members John King, Rebecca Link, and John McLean.

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Council Member King moved to approve the final agenda, seconded by Council Member McLean.
The motion carried unanimously.

V. PUBLIC COMMENT

None

VI. PRESENTATION

A. Presentation: Tidal Basin

An update on the current Elevation Grant and other HMGP projects in the Town.

Mark Boone of Tidal Basin Group thanked Council for their patience and announced that the elevation grants were approved by FEMA to move forward. There will be a meeting with the homeowners to discuss the next steps. He recognized Community Development Director Kropacek and his team, as well as Town Clerk Baker, Deputy Town Manager Kohler and Town Manager McKannay, for all of their contributions. He updated Council on the various grants still in pending status. He hopes to receive additional information on the reconstruction grants by the end of the summer. Upon the request of Mayor Allers, Mr. Boone gave a brief summary of the Hazard Mitigation Grant Program and stated that he would provide a list of the grants to the staff for distribution.

Mr. Boone introduced and acknowledged the contributions of his colleague Robert Lucht. Following Hurricane Ian, the town applied for federal hazard mitigation assistance for its residential property owners. He identified the eligibility requirements for the grants. Mayor Allers inquired about the timing of the process. Mr. Boone responded that the estimated time between submission and reimbursement would be around 60 days for a verified expense, with 15 days for consultants' review, 30 days for the town's review and decision, and 15 days for the state's review. Town Manager McKannay requested more information on the steps that the town and its staff would follow during the review and approval stage. Mr. Boone asserted that the consultant team would ensure that the homeowner only submits eligible expenses. The town would review under its normal invoice process and confirm that the property follows the proper procurement process. There was a follow-up question on whether there would be funding within the grant for the town's program management. The presenter answered affirmatively.

Council Member Link asked if there was an eligible services list for the homeowner. She also remarked on the potential challenges for owners during the procurement process. Mr. Boone noted that the list would be distributed in the afternoon. Responding to Vice Mayor Safford's inquiry, he provided that stairs would be covered. Any ADA assistance would be allowed, and elevators may be eligible. He stated that the grant would reimburse up to 75% of the elevating costs and is based on estimates, with some contingencies, submitted from around three years ago. He acknowledged the increase in costs since that time. The non-federal match usually comes from the homeowner, but relief options are available. These include Increased Cost of Compliance (ICC) funds, if the owners had flood insurance through NFIP. Council Member Link asked if this could be applied to the non-federal match or to the overall increase in costs. Mr. Boone responded that the full amount could be used toward the ICC. Council Member McLean noted that there was a monetary cap and emphasized the differences between the federal and state programs.

Mr. Boone reported that, following the elevation of the property, nothing could be built underneath. This would be recorded in the deed and would let future owners know that they would need to maintain the free space beneath the home and obtain flood insurance for the property. There is an expectation that the homeowner would hire the contractor, follow the procurement rules, and work closely with the consulting team and the town to make sure that the expenses are eligible. The town would take a traditional role and allow the homeowner to be a subgrantee and manage their grant. Mr. Lucht provided an overview of the steps during the pre-construction and closeout phases. He also summarized the rules and processes for reimbursement. He noted that there was a 90-day closeout period. Mayor Allers asked what measures the town could use to flag these properties within their system. Mr. Kropacek replied that all addresses would be documented and placed into a folder so that these properties would be flagged when needed. The Mayor commented on potential challenges with future flood zone changes. Council Member Link

confirmed that all work must comply with the current Florida Building Code. Town Attorney Stuparich inquired if the signed acknowledgment would be recorded immediately or only after a property transfer. Mr. Boone stated that it would be the former. He reported that the 50% rule applies for substantial improvement. Elevation costs would count towards this amount. Council Member McLean remarked that this would be an important decision that homeowners would need to make, as the cost to come into compliance can be significant. Council Member Link asked how changes in property value would be considered. Mr. Kropacek stated that the current value would be used. Mayor Allers explained that improvement costs higher than 50% would mean that the property would need to come into compliance. Property owners would not automatically become ineligible. Mr. Lucht outlined the next steps, which would include ongoing technical assistance, one-on-one communications with homeowners, and property walkthroughs.

Vice Mayor Safford asked for the number of properties that would be involved in the program. Mr. Lucht responded that there were about 25 approved so far. There may be one or two owners that may drop out due to eligibility concerns. There was a follow-up question on the impact on funds when individuals choose to no longer participate. Mr. Boone replied that the money could be used for Lee County or at the state level. Vice Mayor Safford inquired about the operational costs. Town Manager McKannay stated that most of the permitting costs would be absorbed by the town but that there would be additional expenses related to procurement and program management. Council Member Link raised a question about the group's role in reviewing invoices before town review. Mr. Boone noted that the town would ultimately be responsible in the case of a mistake and is the fiscal agent for this grant. His team will do everything possible to ensure that the right recommendations are provided. Both the team and the town would be auditing the invoices. Council Member McLean confirmed that the team would support homeowners and ensure that everything is done correctly from the beginning of the process. Council Member Link added that, to the extent possible, money should not be spent until everything is verified. Mr. Boone stressed that one of the requirements is that the properties must have flood insurance for perpetuity. He concluded by highlighting the program's benefits. Mayor Allers commented that the town should ensure that measures are set in place so that oversight does not occur in the future.

VII. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Vice Mayor Safford recognized Tamara Pigott, who will be retiring from the Visitor and Convention Bureau (VCB). Pamela Johnson will serve as the new Executive Director.

Council Member Link expressed her thanks to Kiwanis, who funded supplies for the beach cleanup organized by the Fort Myers Beach Elementary PTO. She also noted that the most commonly picked up items were cigarette butts, plastic bags, and soda cans.

Council Member McLean showed his appreciation to the Friends of The Mound House for their past event. He mentioned the great deal of support for this unique cultural and historical site.
Mayor Allers acknowledged Dawn Miller and the What's Up FMB team for their work on the fireworks for the 250th anniversary of the country.

A. Proclamation - Professional Municipal Clerks Week

Mayor Allers read the proclamation recognizing the week of May 3-9, 2026 as Professional Municipal Clerks Week. Town Clerk Baker expressed her thanks. Jason Freeman and Lizzette Roman were also acknowledged for their work.

VIII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

Jennifer Rusk from the Marine and Environmental Resources Task Force (MERTF) distributed photographs to the members of Council. Mayor Allers requested that she reserve any comments not related to the MERTF report for the public comment portion of this meeting or for the task force's next meeting.
Vice Mayor Safford asked about the current number of turtle nests. Ms. Rusk responded that there is one loggerhead nest at the south end of the island. It appeared well before the start of the nesting season. She reminded everyone to close their drapes, to use wildlife-friendly lighting, and to otherwise take care of the island.

IX. APPROVAL OF MINUTES

A. Town Council - April 6, 2026

Council Member King provided the following corrections under the "Public Comment" heading: 1) "Chris Rydell King" should be "Chris Riedel King;" 2) "Sam Lurri" should be "Sam Lurie;" and 3) "San Carlos Bay Sale and Power Squadron" should be "San Carlos Bay Sail and Power Squadron." He also requested that, under "Ordinance 26-07; Smoking and Vaping," "Seagate Plaza" be revised to "Sea Grape Plaza." Under the Special Event Permit Request item, he noted that "Daniel Ren" should be "Danielle Rambur." Council Member King moved to approve the minutes as corrected, along with the Town Council Management & Planning Session minutes of April 8, 2026, and the Town Council minutes of April 20, 2026 (both as corrected), seconded by Council Member McLean.
The motion carried unanimously.

B. Management & Planning Session - April 8, 2026

Council Member King requested that the sentence "Council Member King asked if the team is considering a 500-year event or a 100-year event" be corrected to "Council Member King asked if Ian is considered a 500-year event or a 100-year event."

DRAFT

Council Member King moved to approve the minutes as corrected, along with the Town Council minutes of April 6, 2026, and of April 20, 2026 (both as corrected), seconded by Council Member McLean.
The motion carried unanimously.

C. Town Council - April 20, 2026
Council Member King made the following correction: under "Friends of the Mound House Check Presentation," "Katherine Clark" should be "Kathryn Klar." Council Member Link also noted that the minutes for this meeting were not marked as a draft.
Council Member King moved to approve the minutes as corrected, along with the Town Council minutes of April 6, 2026, and the Town Council Management & Planning Session minutes of April 8, 2026 (both as corrected), seconded by Council Member McLean.
The motion carried unanimously.

X. CONSENT AGENDA

Vice Mayor Safford moved to approve the consent agenda, seconded by Council Member Link.
The motion carried unanimously.

A. Resolutions 26-082 through 26-085; Extension of Local Emergency - Tropical Storm Debby

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE OF LOCAL EMERGENCY DUE TO TROPICAL STORM DEBBY PROVIDING THE TOWN WITH POWERS, INCLUDING, BUT NOT LIMITED TO THOSE PURSUANT TO FLORIDA STATUTES, CHAPTER 252, AND TOWN CODE CHAPTER 2, ARTICLE VI; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE AND A TERMINATION DATE.

Vice Mayor Safford moved to approve the resolution, seconded by Council Member Link.
The motion carried unanimously.

B. Resolutions 26-086 through 26-089; Extension of Local Emergency - Tropical Storm Helene

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE OF LOCAL EMERGENCY DUE TO HURRICANE HELENE (FORMERLY KNOWN AS POTENTIAL TROPICAL CYCLONE NINE) PROVIDING THE TOWN WITH POWERS, INCLUDING, BUT NOT LIMITED TO THOSE PURSUANT TO FLORIDA STATUTES, CHAPTER 252, AND TOWN CODE CHAPTER 2, ARTICLE VI; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE AND A TERMINATION DATE.

Vice Mayor Safford moved to approve the resolution, seconded by Council Member Link.
The motion carried unanimously.

C. Resolutions 26-090 through 26-093; Extension of Local Emergency - Tropical Storm Milton

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE OF LOCAL EMERGENCY DUE TO HURRICANE MILTON, PROVIDING THE TOWN WITH POWERS, INCLUDING, BUT NOT LIMITED TO THOSE PURSUANT TO FLORIDA STATUTES, CHAPTER 252, AND TOWN CODE CHAPTER 2, ARTICLE VI; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE AND A TERMINATION DATE.

Vice Mayor Safford moved to approve the resolution, seconded by Council Member Link.

The motion carried unanimously.

XI. ITEMS REMOVED FROM CONSENT AGENDA

XII. PUBLIC HEARINGS

A. Ordinance 26-07; Smoking and Vaping

This legislative agenda item is a Second Reading and Final Public Hearing on proposed Ordinance 26-07.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING SECTION 18-30 OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH, FLORIDA TO PROHIBIT SMOKING AND VAPING IN THE TOWN'S PUBLIC PARKS, AND IN COUNTY PARKS AND BEACHES LOCATED IN THE TERRITORIAL BOUNDARIES OF THE TOWN; DEFINING THE TERMS "SMOKE" AND "VAPE;" EXCLUDING FROM REGULATION UNFILTERED CIGARS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Allers read the title of the ordinance. Town Attorney Stuparich noted that this ordinance is on second reading and provided an overview of state law preemption and Lee County's ordinance. She confirmed that the draft presented on the first reading is not in conflict with what the county had proposed. It was her opinion that the document would be compliant with the town's ability to regulate as provided for by the state legislature.

Town Attorney Stuparich followed up on the questions revolving around unfiltered and herbal cigarettes. These exemptions would not be possible, as the state only allows for exceptions for unfiltered cigars. She mentioned that she had previously stated "Newton Park" when she meant to say "Crescent Beach Park." The corrected language is on page 106. The subsection was drafted to identify the county parks and includes, but does not list by name, the parks owned by the town. She referred to sample signage from Pinellas County for smoke-free beaches on pages 122-124.

Council Member McLean thanked Town Attorney Stuparich for her research and acknowledged the educational aspect in the signage. Council Member Link echoed his remarks and commented that fees should also be included.

She expressed her opinion that the town should follow the county's approach in escalating fines. Mayor Allers asked if a fee schedule would need to be placed within the ordinance. Town Attorney Stuparich responded that it would depend on enforcement, which would be evaluated following the adoption of the ordinance. Mayor Allers suggested that the town look into the current fining system for general littering. Council Member Link commented that they may be able to seek guidance from the county on the signage and enforcement. Vice Mayor Safford expressed his preference for placing cigarettes butt disposals below the signs. He suggested that another container be available for vaping products. Mayor Allers noted the general approval of the signage.

No public comment.

Council Member Link moved to approve the ordinance, seconded by Council Member King.

The motion carried unanimously by roll call vote.

XIII. ADMINISTRATIVE AGENDA

A. Special Event: 4th of July Fireworks Show & Parade

Approval of a Special Event for the Town of Fort Myers Beach Fourth of July Parade and Fireworks on July 4, 2026, including a parade on Estero Blvd. beginning at Bay Road to Old San Carlos Blvd. from 9:30 AM to 12:00 PM and a fireworks display from approximately 9:15 PM to 11:30 PM, including use of the Town's right-of-way, associated road closures, and waiver of the Town's noise ordinance, as requested by the Town of Fort Myers Beach, and subject to approval by the Fort Myers Beach Fire Control District, Lee County Sheriff's Office, and all required agencies.

Mayor Allers read the item into the record. Town Manager McKannay stated that there were no substantive changes to how the events have occurred in the past. He recognized the support from What's Up FMB and the partnerships with other agencies. He, in response to Mayor Allers' request, said that Manager Neill Mathes and Special Event Coordinator Nora Skipper would be handling the event and that individuals should contact them about how to participate in the event.

Council Member McLean moved to approve the Special Event Permit "4th of July Fireworks Show & Parade," seconded by Council Member King.

The motion carried unanimously by roll call vote.

B. Resolution 26-095; Quit Claim Deed to Vidalin

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE CONVEYANCE OF CERTAIN SURPLUS REAL PROPERTY BY QUITCLAIM DEED TO JOHN S. VIDALIN AND CAROL T. VIDALIN; AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID QUITCLAIM DEED; AUTHORIZING ALL APPROPRIATE TOWN OFFICIALS TO TAKE ALL NECESSARY ACTIONS TO EFFECTUATE THE CONVEYANCE; AND PROVIDING AN EFFECTIVE DATE.

DRAFT

Mayor Allers read the title of the resolution. Community Development Director Frankie Kropacek reviewed the background of the request as stated on the blue sheet. Mayor Allers asked if there were any objections from staff. Mr. Kropacek responded negatively. Town Attorney Stuparich provided that this was considered "surplus" property to the town and that there is no immediate need for the sliver of land that is identified. She also highlighted that this conveyance would be by a quitclaim deed. This would mean that there are no representations or warranty that the town actually has any interest in that specified area. Determining the actual degree of the town's interest would involve extensive litigation. If the state or federal government claims ownership, this type of deed would help prevent the town from becoming involved as a party.

Council Member Link asked if the plat would be redrawn. Mr. Kropacek answered that, with further developments in technology, there will be a more precise view of the properties but that the areas in question are small. She confirmed with him that this process would not be cumbersome or costly. Any owners with similar situations should contact Mr. Kropacek, who will walk them through the process.

Council Member Link moved to approve the resolution, seconded by Council Member King.

The motion carried unanimously by roll call vote.

C. Resolution 26-076, Approve Agreement with Opulent Outlines, LLC RFQ-26-02-AD

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AN AGREEMENT BETWEEN THE TOWN AND OPULENT OUTLINES, LLC UNDER RFQ-26-02-AD FOR THE FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES BAY OAKS COMMUNITY POOL REHABILITATION PROJECT IN A NOT-TO-EXCEED AMOUNT OF $135,000.00; AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE TOWN MANAGER; AND PROVIDING AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. He noted a scrivener's error and stated that it should be "the Mayor" instead of "the Town Manager." Town Attorney Stuparich confirmed this correction and also provided that there would be a similar change in Section 2. Town Manager McKannay reviewed the background of the request as stated in the blue sheet. Council Member King inquired about the funding sources for this item. Mayor Allers responded that it would come from the CDBG. There was a question about the post-contract timeline. Town Manager McKannay responded that they should be able to present work products to Council and the community in about four to six months.

Council Member King moved to approve the resolution, seconded by Council Member Link.

The motion carried unanimously by roll call vote.

D. Resolution 26-093; Award of ITB-26-10-EN for Estero Island Canopy Restoration

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA TO AWARD ITB-26-10-EN TO TIDEWATER LANDSCAPE OF FLORIDA, LLC AS THE LOWEST, RESPONSIVE AND RESPONSIBLE BIDDER, TO COMPLETE THE ESTERO ISLAND CANOPY RESTORATION PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND TIDEWATER LANDSCAPE OF FLORIDA, LLC SUBJECT TO LEGAL REVIEW AND EXPEND BUDGETED FUNDS ON BEHALF OF THE TOWN; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Environmental Projects Manager Chadd Chustz reviewed the background of the request as stated in the blue sheet. Council Member King asked for clarification on the acronym FDACS. Mr. Chustz replied that it stood for "Florida Department of Agriculture and Consumer Services."

Council Member McLean raised a question about the fruit trees not included in the list on page 289. Mr. Chustz responded that they will be negotiating with the company and that, if needed, staff would look into other opportunities to put fruit trees there.

Council Member Link inquired about the various locations of the trees. Mr. Chustz stated that the project would be on North Estero, which previously had Royal Palms. He provided that they have identified 18 spots for these trees.

Vice Mayor Safford posed a follow-up question on the size of a 25-gallon Royal Palm. Mr. Chustz responded that the tree would be around 5–6 feet and that he would follow up with a more specific and certain value.

Council Member King commented that all prices for the listed plants were $575.

Council Member McLean moved to approve the resolution, seconded by Council Member Link.

The motion carried unanimously by roll call vote.

XIV. FINAL PUBLIC COMMENT

None

XV. TOWN MANAGER'S ITEMS

Town Manager McKannay noted that the next Management & Planning Session would focus on strategic planning. He recognized staff for their hard work. He invited guidance and feedback from Council.

With regard to the negotiations with Fort Myers Beach Elementary, he reported that he has met with the Deputy Superintendent and that there was an agreement in principle for the workshop on May 12, 2026. He hopes that the items will then be forwarded to their agenda on the same day. He encouraged members of the public to attend these events and speak on behalf of the town.

Town Manager McKannay announced the upcoming Chamber of Commerce Garden Party and commented on the success of the State of the Town last week. He stated that interviews are currently being conducted for the Emergency Services Director position. He noted the high quantity and quality of applications for this role.

The Town Manager also provided follow-up information on littering fines, which start at $50 for first-time violations and increase based on the amount of time taken to remedy the action. At this time, Notices of Violation that are issued for smoking and vaping will go to the Special Magistrate. There is no current fee schedule, but he is open to discussions.

Lastly, he mentioned that pre-construction work has begun for the traffic light at North Estero and Old San Carlos. There will be nighttime construction to ensure that the light will be running by the end of summer.

XVI. TOWN ATTORNEY'S ITEMS

Town Attorney Stuparich reported that she is working on several items that will be brought forward to Council around the last meeting in June.

XVII. COUNCILMEMBERS ITEMS AND REPORTS

Council Member McLean commended the town on its State of the Town event.

Council Member Link requested that the Council focus on public benefit at a future Management & Planning Session. She also asked that the Local Planning Agency be included in that discussion.

Vice Mayor Safford attended the TDC Workshop and reported that all items were approved except for the Mound House. Further discussions will be held in June. He will be attending that meeting, as well as the FLC Leadership Program. He recommended the IEMO program for new members. Town Clerk Baker will send out additional information as needed.

Council Member King believed that it was ironic that the school district that is complaining about losing students is also willing to give up beach enrollment. He also announced the continuing vacancy on the Lee County Metropolitan Planning Organization's Citizen Advisory Committee. He provided a brief description of the role and said that anyone interested in the position should contact the town. He suggested that the town's Public Information Officer put forth information via social media. He wished his wife, Chris Riedel King, a happy anniversary.

Mayor Allers requested to extend the period for the Citizens of Distinction Award to June 30, 2026. There was general agreement from Council. He emphasized the importance of preparation for the homestead tax issue. He proposed that a framework be brought forward in a future Management & Planning Session. Town Manager McKannay noted that there has been discussions and progress, both internally and externally. He hopes to present the impacts of the proposals and provide recommendations in the future. He expressed his agreement in scheduling this issue at an upcoming Management & Planning Session. Upon the request of Council Member Link, Mayor Allers provided a brief update on the current status of this item in the state legislature.

XVIII. ADJOURNMENT

Council Member King moved to adjourn. There were no objections. The meeting was adjourned at 10:47 a.m.

DRAFT

1. **Request:**

Meeting Date: May 18, 2026

This legislative agenda item is a First Reading and Public Hearing on proposed Ordinance 26-08. If approved at First Reading, a Second Reading and Final Adoption Hearing will be scheduled for June 1, 2026 at 9:00 AM or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, PROPOSING AMENDMENTS THE FORT MYERS BEACH TOWN CHARTER; PROPOSING CHARTER AMENDMENTS 1) MANDATING ORDINANCES REQUIRING DISCLOSURE IN QUASI-JUDICIAL HEARINGS, AND PROHIBITING UNLAWFUL GIFTS; 2) REVISING THE TOWN COUNCIL COMPENSATION PROCESS; 3) REVISING THE TERM OF TOWN COUNCIL SEATS FILLED BY APPOINTMENT; 4) CLARIFYING THE SERVICE OF THE INTERIM MAYOR; 5) CLARIFYING THE QUALIFYING PERIOD FOR TOWN COUNCIL CANDIDATES; AND 6) PROVIDING FOR THE USE OF THE LEE COUNTY CANVASSING BOARD; PROVIDING FOR REFERENDA ON THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR BALLOT TITLES AND BALLOT SUMMARIES FOR SUCH REFERENDA; PROVIDING FOR DIRECTION TO THE TOWN CLERK AND COORDINATION WITH THE LEE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR FILING THE REVISED CHARTER WITH THE FLORIDA DEPARTMENT OF STATE; AND PROVIDING FOR FINDINGS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
PUBLIC HEARINGS	Ordinance	Amy Baker, Town Clerk, Nancy Stuparich, Town Attorney

5. **Background:**

Section 13.03 of Article 13 of the Town of Fort Myers Beach Charter provides that the Town's charter shall be reviewed at least every 10 years by a 5-member charter review commission to be appointed and funded by the Town Council. During its public meeting on June 2, 2025, the Town Council appointed 5 members and 2 alternates to serve as the Fort Myers Beach Charter Review Commission ("Charter Commission"). The Charter Commission held its first meeting on October 7, 2025 and reviewed the entirety of the Town of Ft Myers Beach Charter over the following months until its last meeting on April 7, 2026. The Chair of the Charter Commission presented the Commission's recommendations for changes to 5 Sections of the Town Charter to the Town Council on April 20, 2026. The Town Council directed the Town Attorney to draft proposed charter amendments consistent with the recommendation of the Charter Commission and Florida law, or in the alternative present the Town Council with proposed ordinances or resolutions to implement the policies underlying the recommendation changes proposed by the Charter Commission.

Charter Change 1: This Charter change is recommended to emphasize the need for transparency and ethical behavior when elected and appointed members of the Town's committees, agencies, commissions, etc. The CRC recognizes that the town already has adopted ordinances to implement its concerns; however, it believes that the policies and values embedded in those

ordinances should also be included in the Charter.

Charter Change 2: This Charter change is recommended to vest in an independent committee of Town residents the ability to recommend increases in base salary for elected Town Council members.

Charter Change 3: This Charter change is recommended to clarify the term of an individual appointed to fill a vacant Town Council seat. Currently, the Charter provides for an interim appointment until the next general election.

Charter Change 4: The Charter change would extend the term of the appointment through the unexpired term of the vacated Town Council seat.

Charter Change 5: This Charter change is to eliminate outdated provisions.

Charter Change 6: This Charter change is to eliminate outdated language.

This ordinance is on a tight adoption timeline due to the need to provide a timely delivery to the Lee County Supervisor of Elections for inclusion on the November 2026 ballot.

Attachments:

1. Final Draft First Reading Charter Amendments 5112026
2. CRC Recommendation Letter to TC 4.7.26
3. Analysis Matrix

Financial Impact:

6. **Alternative Action**

Do not approve and keep Town Charter as is

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 5/8/2026
nancy stuparich, Town Attorney	Approved - 5/10/2026
Amy Baker, Town Clerk	Approved - 5/12/2026
William McKannay, Town Manager	Final Approval - 5/12/2026

ORDINANCE 26-XX

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, PROPOSING AMENDMENTS THE FORT MYERS BEACH TOWN CHARTER; PROPOSING CHARTER AMENDMENTS: 1) MANDATING ORDINANCES REQUIRING DISCLOSURE IN QUASI-JUDICIAL HEARINGS, AND PROHIBITING UNLAWFUL GIFTS; 2) REVISING THE TOWN COUNCIL COMPENSATION PROCESS; 3) REVISING THE TERM OF TOWN COUNCIL SEATS FILLED BY APPOINTMENT; 4) CLARIFYING THE SERVICE OF THE INTERIM MAYOR; 5) CLARIFYING THE QUALIFYING PERIOD FOR TOWN COUNCIL CANDIDATES; AND 6) PROVIDING FOR THE USE OF THE LEE COUNTY CANVASSING BOARD; PROVIDING FOR REFERENDA ON THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR BALLOT TITLES AND BALLOT SUMMARIES FOR SUCH REFERENDA; PROVIDING FOR DIRECTION TO THE TOWN CLERK AND COORDINATION WITH THE LEE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR FILING THE REVISED CHARTER WITH THE FLORIDA DEPARTMENT OF STATE; AND PROVIDING FOR FINDINGS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 13.03 of Article 13 of the Town of Fort Myers Beach Charter provides that the Town's charter shall be reviewed at least every 10 years by a 5-member charter review commission to be appointed and funded by the Town Council; and

WHEREAS, during its public meeting on June 2, 2025, the Town Council appointed 5 members, and 2 alternates to serve as the Fort Myers Beach Charter Review Commission ("Charter Commission"); and

WHEREAS, the Charter Commission held its first meeting on October 7, 2025 and reviewed the entirety of the Town of Fort Myers Beach Charter over the following months until its last meeting on April 7, 2026; and

WHEREAS, the Chair of the Charter Commission presented the Commission's recommendations for amendments to the Town Charter to the Town Council on April 20, 2026; and

WHEREAS, Section 13.01 of the Town Charter provides that the Town Council may propose amendments to the Town Charter to the electorate for approval as provided by general law; and

WHEREAS, Section 166.031(1), Florida Statutes, provides "[t]he governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to

any part or to all of said charter except that part describing the boundaries of such municipality."; and

WHEREAS, the Town Council directed the Town Attorney to draft proposed charter amendments consistent with the recommendation of the Charter Commission and Florida law, or in the alternative present the Town Council with proposed ordinances or resolutions to implement the policies underlying the recommendation changes proposed by the Charter Commission; and

WHEREAS, in accordance with Section 166.041(3)(a), Florida Statutes, on May 18, 2026, the Town Council held a first reading of a proposed Ordinance containing the proposed charter amendments and gave full and complete consideration of the proposed changes recommended by the Charter Commission; and

WHEREAS, the Town Council scheduled a second reading of the proposed Ordinance, which was advertised in the News-Press 10 days prior to the public hearing; and

WHEREAS, a Business Impact Estimate was prepared and published on the Town's website on the ___ day of _____, 2026; and

WHEREAS, at the June 1, 2026 public hearing, the Town Council has determined that the changes contained in Exhibit "A" should be submitted to the electors of the Town of Fort Myers Beach for referendum; and

WHEREAS, adoption of this Ordinance was found to be in the best interest of the residents of the Town of Fort Myers Beach; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text, and strikethrough shall constitute deletions to the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AS FOLLOWS:

Section 1. The Town Council of the Town of Fort Myers Beach, Florida, hereby adopts and ratifies those matters as set forth in the foregoing "WHEREAS" recitals.

Section 2. Charter Amendments. The amendments to the Charter for the Town of Fort Myers Beach, Florida, which are appended and attached as Exhibit "A" to this Ordinance are hereby adopted by reference by the Town Council to be submitted to the electors of the Town of Fort Myers Beach for referendum.

Section 3. Referendum Election. Referenda on the proposed adoption of each of the Charter amendments appended hereto and adopted by reference as Exhibit "A" to this Ordinance shall be submitted to a vote of electors of the Town at a referendum election to be held in the Town of Fort Myers Beach on November 3, 2026. The Charter amendments are proposed in six ballot questions. The ballot title, ballot summary, and question numbering for each are as set forth in

Exhibit "A". Each Charter amendment shall be effective upon approval of its corresponding ballot question in such referendum by a majority of the electors voting in such referendum.

Section 4. Directions to Town Clerk and Coordination with Supervisor of Elections. The Town Clerk is hereby authorized and directed to coordinate with the Lee County Supervisor of Elections to include the ballot questions attached hereto as Exhibit "A" on the ballot of the General Election to be held in the Town of Fort Myers Beach on November 3, 2026. The Town Clerk is directed to see to the satisfaction of the requirements of Section 100.342, Florida Statutes, which provides that "there shall be at least 30 days' notice of the election or referendum by publication in a newspaper of general circulation in the… municipality…. The publication shall be made at least twice, once in the fifth week and once in the third week prior to the week in which the election or referendum is to be held."

Section 5. Conflicts. All Ordinances or parts of Ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of any conflict.

Section 6. Severability. In the event that any word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance, is contrary to law, or against public policy, or shall for any reason whatsoever held to be invalid, illegal or unconstitutional, by any court of competent jurisdiction, such word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this ordinance, and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this Ordinance, which shall remain in full force and effect. This ordinance shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this ordinance as expressed herein. It will be presumed that the Town Council for the Town of Fort Myers Beach did not intend to enact any invalid or unconstitutional provision. It shall further be presumed that the Town Council would have enacted the remainder of this Ordinance without any invalid or unconstitutional provision, thereby causing said remainder to remain in full force and effect.

Section 7. Filing Revised Charter with the Florida Department of State. Pursuant to Section 166.031(2), Florida Statutes, upon adoption of a proposed Charter amendment by a majority of the electors voting in the referendum upon such amendment, the Town Council shall have said amendment incorporated into the Town Charter and shall file the revised Charter with the Florida Department of State.

Section 8. Effective Date. This Ordinance shall take effect immediately upon adoption.

THE FOREGOING ORDINANCE was adopted by the Town Council upon a motion by Council Member ____ and seconded by Council Member _____, and upon being put to a roll vote, the result was as follows:

Dan Allers, Mayor ___
Scott Safford, Vice Mayor ___

John R. King, Council Member ___
Rebecca Link, Council Member ___
John McLean, Council Member ___

ADOPTED this __ day of _____, 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

_____
Vose Law Firm, LLP, Town Attorney

This Ordinance was filed in the Office of the Town Clerk on _____.

EXHIBIT "A"

QUESTION #1

Ballot Proposal: The ballot title and ballot summary for this Question are as follows:

**TOWN CHARTER AMENDMENT
MANDATING ORDINANCES REQUIRING DISCLOSURE
IN QUASI-JUDICIAL HEARINGS, AND
PROHIBITING UNLAWFUL GIFTS**

Shall the Town of Fort Myers Beach Charter be amended to require the adoption of ordinances prohibiting acceptance of unlawful gifts, and requiring disclosure of ex parte communications in quasi-judicial proceedings, consistent with Florida law?

____ Yes
____ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question is as follows:

[TO BE INSERTED]

____ Sí
____No

Text Revisions: Upon approval of this question at referendum, the following portions of the Fort Myers Beach Town Charter are amended to read as follows:

Sec. 3.01. - All powers possible.

The Town of Fort Myers Beach shall have all governmental, corporate, and proprietary power to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law. The powers of the Town of Fort Myers Beach shall be construed liberally in favor of the municipality, limited only by the Constitution, general law, and specific limitations contained herein. Pursuant to its municipal powers, the Town of Fort Myers Beach shall adopt ordinances to promote transparency and ethics in government by the adoption of a ordinance prohibiting the acceptance of unlawful gifts and disclosure of ex parte communications in quasi-judicial hearings as provided in the Town's ordinances and Florida law.

QUESTION #2

Ballot Proposal: The ballot title and ballot summary for this Question are as follows:

TOWN CHARTER AMENDMENT
REVISING THE TOWN COUNCIL COMPENSATION PROCESS

Shall the Town Charter be amended to remove the process of annual adjustment of Town Council compensation based on budgeted staff compensation adjustments, and to provide that the Town Council may revise its compensation no more than every three years, after a 5-member Compensation Committee, appointed by the Town Council, makes recommendations for Town Council compensation adjustments, with adopted Town Council compensation adjustments taking effect after the next regular election?

____ Yes
____ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question is as follows:

[TO BE INSERTED]

____ Sí
____No

Text Revisions: Upon approval of this question at referendum, the following portions of the Fort Myers Beach Town Charter are amended to read as follows:

Sec. 4.05. - Compensation.

Effective April 1, 2016, base pay for the Mayor will be $19,200 annually and Council Members will be $16,800 annually as compensation for their services. ~~Compensation shall be revised annually based on across-the-board adjustments budgeted for staff and administered at the same time as Town employees.~~ Effective November 4, 2026, the Town Council may revise the then current compensation of its members only in accordance with the following procedure. No more than every 3 years, a Compensation Committee, consisting of 5 residents of the Town, shall be appointed by the Town Council, and shall make recommendations for Town Council compensation adjustments to the Town Council. The Compensation Committee shall make its recommendation to the Town Council no later than 3 months prior to the date of the next regular election. After receiving the recommendation of the Compensation Committee, the Town Council may revise

the compensation of its members by ordinance. Such revisions to Town Council compensation shall be effective as of the first day following the next regular election.

QUESTION #3

Ballot Proposal: The ballot title and ballot summary for this Question are as follows:

TOWN CHARTER AMENDMENT
REVISING THE TERM OF TOWN COUNCIL SEATS
FILLED BY APPOINTMENT

Shall the Town of Fort Myers Beach Charter be amended to provide that the term of a Town Council seat filled by appointment by the Town Council shall be until the expiration of the full term of the vacated seat, rather than the next regular election?

____ Yes
____ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question is as follows:

[TO BE INSERTED]

____ Sí
____No

Text Revisions: Upon approval of this question at referendum, the following portions of the Fort Myers Beach Town Charter are amended to read as follows:

Sec. 4.08. - Filling of vacancies.

A vacancy on the council, except for the position of mayor, shall be filled by appointment by majority vote of the council members remaining, and said appointment shall be effective until the expiration of the full term of the vacated seat. ~~a successor is chosen at the next regular election~~. In the event that a majority of the members are removed by death, disability, law, or forfeiture of office, the governor shall appoint an interim council that shall call a special election to be held within 45 days following the occurrence of the vacancies to elect a new council. In the event that the mayor becomes unable to fulfill the duties of office, ceases to be qualified, or is removed from office as provided by law or this charter, the vice mayor shall assume the full powers and duties of the mayor. The vice mayor shall assume the office of mayor for the remainder of the unexpired term. The council vacancy thus created shall be filled by an interim appointment under the provisions of this charter, to be effective only until such time as the mayor resumes office or until the expiration of the term of the office, whichever occurs first.

QUESTION #4

Ballot Proposal: The ballot title and ballot summary for this Question are as follows:

TOWN CHARTER AMENDMENT
CLARIFYING THE TERM OF SERVICE
OF THE INTERIM MAYOR

Shall the Town of Fort Myers Beach Charter be amended to clarify that upon a vacancy in the council seat of the council member serving as Mayor, the Vice Mayor shall serve as Interim Mayor until the next annual appointment of a Mayor?

____ Yes
____ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question is as follows:

[TO BE INSERTED]

____ Sí
____No

Text Revisions: Upon approval of this question at referendum, the following portions of the Fort Myers Beach Town Charter are amended to read as follows:

Sec. 4.02. - Mayor.

At the first meeting after the first Tuesday after the first Monday in November, the council, by majority vote, shall elect from its membership a mayor. The mayor shall serve as chairperson during meetings of the council and shall serve as the head of municipal government for the purpose of execution of legal documents as required by ordinance. The mayor shall also serve as the ceremonial head of the town.

A. In non-election years the election of mayor and vice-mayor shall be at the first regularly scheduled meeting in November.
B. Should the vice mayor become interim mayor, then, the council, by a majority vote, shall elect from its membership an interim vice mayor who shall serve as mayor during the absence or disability of the interim mayor.

Sec. 4.03. - Vice mayor.

At the first meeting after the first Tuesday after the first Monday in November, the council, by majority vote, shall elect from among its membership a vice mayor who shall serve as mayor during the absence or disability of the mayor and, if a vacancy occurs, shall become interim mayor pursuant to section 4.08 of this charter.

A. In non-election years the election of mayor and vice-mayor shall be at the first regularly scheduled meeting in November.
B. Should the vice mayor become interim mayor, then, the council, by a majority vote, shall elect from its membership an interim vice mayor who shall serve as mayor during the absence or disability of the interim mayor.

…

Sec. 4.08. - Filling of vacancies.

A vacancy on the council~~, except for the position of mayor,~~ shall be filled by appointment by majority vote of the council members remaining, and said appointment shall be effective until a successor is chosen at the next regular election. In the event that a majority of the members are removed by death, disability, law, or forfeiture of office, the governor shall appoint an interim council that shall call a special election to be held within 45 days following the occurrence of the vacancies to elect a new council. In the event that the mayor becomes unable to fulfill the duties of office, ceases to be qualified, or is removed from office as provided by law or this charter, the vice mayor shall assume the full powers and duties of the mayor as interim mayor. The vice mayor shall assume the office of mayor as interim mayor until the next annual appointment of a mayor~~ for the remainder of the unexpired term~~. ~~The council vacancy thus created shall be filled by an interim appointment under the provisions of this charter, to be effective only until such time as the mayor resumes office or until the expiration of the term of the office, whichever occurs first.~~

QUESTION #5

Ballot Proposal: The ballot title and ballot summary for this Question are as follows:

TOWN CHARTER AMENDMENT
CONCERNING THE QUALIFYING PERIOD
FOR TOWN COUNCIL CANDIDATES

Shall the Town of Fort Myers Beach Charter be amended to clarify that the candidate qualifying period to run for Town Council may be determined by the Lee County Supervisor of Elections pursuant to interlocal agreement with the Town?

____ Yes
____ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question is as follows:

[TO BE INSERTED]

____ Sí
____No

Text Revisions: Upon approval of this question at referendum, the following portions of the Fort Myers Beach Town Charter are amended to read as follows:

Sec. 5.01 – Elections.

The regular election of the members of the Town Council shall be held on the first Tuesday after the First Monday in November, or as otherwise provided by general law. The time period that candidates must qualify shall be from noon of the 50th day prior to the election to noon of the 46th day, or as adjusted by a holiday or leap year; provided however, that in the event the Lee County Supervisor of Elections determines a candidate qualifying period to run for Town Council pursuant to an interlocal agreement with the Town, such qualifying period shall control.

QUESTION #6

Ballot Proposal: The ballot title and ballot summary for this Question are as follows:

TOWN CHARTER AMENDMENT
PROVIDING FOR THE USE OF
THE LEE COUNTY CANVASSING BOARD

Shall the Town of Fort Myers Beach Charter be amended to clarify that the Lee County Canvassing Board may canvass the results of any town election in accordance with state law?

____ Yes
____ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question is as follows:

[TO BE INSERTED]

____ Sí
____No

Text Revisions: Upon approval of this question at referendum, the following portions of the Fort Myers Beach Town Charter are amended to read as follows:

Sec. 5.09 – Town canvassing board.

The town canvassing board shall be composed of a Town Council Member, selected by Town Council, who is not a candidate for reelection, the Town Manager and the Town Clerk, who shall act as chairperson. At the close of polls of any town election, or as soon thereafter as practicable, the canvassing board shall meet at a time and place designated by the chairperson and shall proceed to publicly canvass the vote as shown by the returns then on file in the Office of the Supervisor of Elections. The Board shall prepare and sign a certificate containing the total number of votes cast for each person or other measure voted on. The Certificate shall be placed on filed with the Town Clerk. Notwithstanding the foregoing, the Lee County Canvassing Board may canvass the results of any town election in accordance with state law.

April 7, 2026

Mayor Dan Allers
Vice-Mayor Scott Safford
Council Members John King, Rebecca Link & John McLean
6321 Estero Boulevard
Fort Myers Beach, Florida 33931

RE: Report and Recommendations of the Town of Fort Myers Beach Charter Review Commission

Dear Mayor & Town Council Members:

On behalf of the members of the Town of Fort Myers Beach Charter Review Commission ("CRC"), we thank you for this opportunity to have served the community by fulfilling the role of the Charter Review Commission in Section 13.03 of the Town of Fort Myers Beach Charter. The CRC held a total of 6 meetings at Town Hall we completed a thorough review of each Section of the existing Town Charter. We also considered and debated some suggested changes to the Town's Charter to evaluate whether such changes would provide greater accountability, transparency, efficiency and service for the Town's residents. A summary of our deliberations is attached as Exhibit A. As a result of our work, the CRC is recommending 5 charter changes to be presented to the electorate on the November 6, 2026 ballot and 7 changes to be adopted by one ordinance correcting scrivener errors in the existing Town Charter and an interpretation of one Section.

The following is proposed language regarding the 5 recommended charter changes:

1. ETHICS IN GOVERNMENT

Sec. 3.01. - All powers possible.

The Town of Fort Myers Beach shall have all governmental, corporate, and proprietary power to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law. The powers of the Town of Fort Myers Beach shall be construed liberally in favor of the municipality, limited only by the Constitution, general law, and specific limitations contained herein. Pursuant to its municipal powers, the Town of Fort Myers Beach shall adopt ordinances to promote transparency and ethics in government

by the adoption of a ordinance prohibiting the acceptance of unlawful gifts and disclosure of ex parte communications in quasi-judicial hearings as provided in the Town's ordinances and Florida law.

Rationale: This Charter change is recommended to emphasize the need for transparency and ethical behavior when elected and appointed members of the Town's committees, agencies, commissions, etc. The CRC recognizes that the town already has adopted ordinances to implement its concerns; however, it believes that the policies and values embedded in those ordinances should also be included in the Charter.

2. COMPENSATION

Sec. 4.05. - Compensation.

(a) Effective April 1, 2016, base pay for the Mayor will be $19,200 annually and Council Members will be $16,800 annually as compensation for their services. Compensation shall be revised annually based on across-the-board adjustments budgeted for staff and administered at the same time as Town employees. Commencing in 2027 and no sooner than every 4 years, a Compensation Committee, consisting of 5 residents appointed by the Town Council, shall make recommendations for compensation adjustments to Town Council. The first Compensation Committee shall be appointed and will make its recommendation to the Town Council no later than 3 months prior to the date of the next general election. Any action by the Town Council to change its compensation shall be effective as of the first day following the next regular election.

Rationale: Based on other communities' best practices, consulting with our HR Director, and with consideration of the Town's November election cycle, our recommendation would be to establish the Compensation Committee on a four-year cadence, with appointments to occur following a regular Town election. While the Town has election every other year, tying the appointment to the period immediately after the election (once results are finalized and Council Members are seated) helps minimize potential political influence.

From a practical standpoint, this would provide for an initial appointment within a reasonable timeframe following the election and seating of Council Members (e.g., December through early in the new year), with the Committee reconvened every four years thereafter.

This approach:

- Provides a consistent and predictable review schedule,
- Ensures the review is conducted by or under a newly seated Council, rather than during an active election period, and
- Supports transparency and public trust in the process.

3. TERMS IN THE EVENT OF A VACANCY

Sec. 4.08. - Filling of vacancies.

A vacancy on the council, except for the position of mayor, shall be filled by appointment by majority vote of the council members remaining, and said appointment shall be effective until the expiration of the term of the vacated seat. ~~a successor is chosen at the next regular election~~. In the event that a majority of the members are removed by death, disability, law, or forfeiture of office, the governor shall appoint an interim council that shall call a special election to be held within 45 days following the occurrence of the vacancies to elect a new council. In the event that the mayor becomes unable to fulfill the duties of office, ceases to be qualified, or is removed from office as provided by law or this charter, the vice mayor shall assume the full powers and duties of the mayor. The vice mayor shall assume the office of mayor for the remainder of the unexpired term as mayor. The vacant position of vice-mayor ~~council vacancy~~ thus created shall be filled at the next regularly scheduled meeting by the Town Council until the next selection of a vice-mayor. If the vacancy created is not temporary, the vacancy shall be filled ~~by an interim appointment~~ under the provisions of this charter. ~~, to be effective only until such time as the mayor resumes office or until the expiration of the term of the office, whichever occurs first.~~

vacant Town Council seat. Currently, the Charter provides for an interim appointment until the next general election. The Charter change would extend the term of the appointment through the unexpired term of the vacated Town Council seat.

4. QUALIFYING PERIODS FOR ELECTIONS

Sec. 5.01 – Elections.

The regular election of the members of the Town Council shall be held on the first Tuesday after the First Monday in November, or as otherwise provided by general law. ~~The time period that candidates must qualify shall be from noon of the 50th day prior to the election to noon of the 46th day, or as adjusted by a holiday or leap year.~~

Rationale: The Town Clerk is no longer the qualifying officer for the Town of Fort Myers Beach. This section is no longer relevant as qualifying is handled by the Lee County Supervisor of Elections office.

5. TOWN CANVASSING BOARD

~~**Sec. 5.09 – Town canvassing board.**~~

~~The town canvassing board shall be composed of a Town Council Member, selected by Town Council, who is not a candidate for reelection, the Town Manager and the Town Clerk, who shall act as chairperson. At the close of polls of any town election, or as soon thereafter as practicable, the canvassing board shall meet at a time and place designated by the chairperson and shall proceed to publicly canvass the vote as shown by the returns then on file in the Office of the Supervisor of Elections.~~

~~The Board shall prepare and sign a certificate containing the total number of votes cast for each person or other measure voted on. The Certificate shall be placed on filed with the Town Clerk.~~

Rationale: With election duties being performed by the Lee County Supervisor of Elections office, this section is no longer required. Lee County assigns the canvassing board members.

In addition to these recommended Charter changes, the CRC is recommending that the Town take the additional action by ordinance to primarily correct scrivener errors and interpret vague language in 3.02, 4.11, 5.04 – 5.09, 7.01, 11.02, 11.05 and 14.01 (see attached spreadsheet). The CRC also requests that the Town Council direct the Town Manager and Town Clerk to update the logo that appears on the title page to the Charter and the adoption date.

Again, on behalf of each member of the CRC, I would like to thank the Town Council for the opportunity to serve on this important Commission. I would also like to thank Town staff for their diligent assistance in our efforts and my fellow Commission members.

Sincerely,

Jim Dunlap, Chair
2026 Charter Review Commission

Attachment: Analysis Matrix

Cc: William McKanney, Town Manager
Amy Baker, Town Clerk
Nancy Stuparich, Town Attorney

	CHARTER SECTION	NO CHANGES	COMMENTS	RESOLUTION	ORDINANCE	CHARTER CHANGE
ARTICLE I.	**Corporate Name; Purpose of the Charter**					
Sec. 1.01	Town of Fort Myers Beach.	X				
Sec. 1.02	Purpose of the charter.	X				
ARTICLE II	**Territorial Boundaries**					
Sec. 2.01	Boundaries of the Town of Fort Myers Beach	X				
Sec. 2.02	Extension of the corporate limits; annexation.	X				
ARTICLE III	**General Powers of the Municipality**					
Sec. 3.01	All powers possible		Proposed language provided at 3/3/2026 meeting			X
Sec. 3.02			Change "3.02" to "3.01" as a scrivenor's error		X	
ARTICLE IV	**Charter Officers**					
Sec. 4.01	Council members; elections.	X	Discussion of seat numbers and at-large elections, but no concensus for a change.			
Sec. 4.02	Mayor.	X	Discussion, but no concensus.			
Sec. 4.03	Vice Mayor.	X				
Sec. 4.04	Prohibitions.	X	Discussion, but no concensus.			
Sec. 4.05	Compensation.		Proposed language provided at 3/3/2026 meeting			X
Sec. 4.06	Vacancies.	X				
Sec. 4.07	Forfeiture of office.	X				
Sec. 4.08	Filling of vacancies.		Proposed language provided at 3/3/2026 meeting			X
Sec. 4.09	Judge of qualifications.	X				
Sec. 4.10	Independent financial audit.	X				
Sec. 4.11	Meetings		Add "as provided by law"		X	
Sec. 4.12	Rules.	X				
Sec. 4.13	Voting; quorum.	X				
ARTICLE V	**Nominations and Elections; Terms of Office**					
Sec. 5.01	Elections.		Proposed language provided at 3/3/2026 meeting			X

Sec. 5.02	Commecement of Term.	X				
Sec. 5.03	Terms of office.	X				
Sec. 5.04			Renumber sections 5.04 through 5.09 as Scrivenor's errors		X	
Sec. 5.05					X	
Sec. 5.06	Nonpartisan elections.	X				
Sec. 5.07	Multiple candidates.	X				
Sec. 5.08	Recall	X				
Sec. 5.09	Town canvassing board.		Proposed language provided at 3/3/2026 meeting			X
ARTICLE VI	**Town Manager**					
Sec. 6.01	Appointment and qualifications.	X				
Sec. 6.02	Removal.	X				
Sec. 6.03	Powers and duties.	X				
ARTICLE VII	**Town Clerk**					
Sec. 7.01			Remove reference to "7.01" as a scrivenor's error and interpret section (c) to clarify journal,signatures, books, etc. to provide for use of digital documents. The ordinance shall also cross-reference Sec. 10.02(d) and 10.03.		X	
ARTICLE VIII	**Town Attorney**					
Sec. 8.01			Remove reference to "8.01" as a scrivenor's error.		X	
ARTICLE IX	**Administrative Departments**					
Sec. 9.01	Establishment of additional departments.	X				
ARTICLE X	**Ordinances and Resolutions**					
Sec. 10.01	Definition of ordinances and resolutions.	X				
Sec. 10.02	Adoption of ordinances.		See Town Clerk section (Article VII)			
Sec. 10.03	Adoption of resolutions.		See Town Clerk section (Article VII)			
ARTICLE XI	**Financial Procedures**					
Sec. 11.01	Fiscal year.	X				

Sec. 11.02	Submission of budget and budget message.		Interpret language to refer to clarify it is a "preliminary budget".		X	
Sec. 11.03	Council action on the budget.	X				
Sec. 11.04	Public records.	X				
Sec. 11.05	Budget amendments.		Correct scrivenor's error in Section 11.05(d) "interlocal"		X	
ARTICLE XII	**Initiative and Referendum**					
Sec. 12.01	Initiative and referendum.	X				
ARTICLE XIII	**Charter Amendments**					
Sec. 13.01	Initiation by ordinance.	X				
Sec. 13.02	Initiation by petition.	X				
Sec. 13.03	Charter review.	X				
ARTICLE XIV	**Severability**					
Sec. 14.01	Invalidity of character provision or application.		Scrivenor's error, character to Charter		X	

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-502**

1. **Request:**

Meeting Date: May 18, 2026

Approval of a Special Event for the Coastal Cars & Coffee classic car showcase to be held on May 23, June 20, July 18, August 15, and September 19, 2026, at Santini Plaza, located at 7205 Estero Boulevard, from 8:30 AM to 11:00 AM, as requested by What's Up FMB, including authorization for the recurring event and the rental of 22 parking spaces at Beach Access 36 (Wastina Way) for overflow parking, subject to further approval by the Fort Myers Beach Fire Control District and the Lee County Sheriff's Office.

Why the action is necessary:

Approval is needed because the Coastal Cars & Coffee event is a recurring special event pursuant to Section 22-7(5)(c) and Section 22-8 of the Town of Fort Myers Beach Code of Ordinances, requiring Town Council approval for multiple event dates held at the same location. Approval is also required for the rental of twenty-two parking spaces at Beach Access 36 (Wastina Way) from 8:30 AM to 2:00 PM to accommodate overflow parking associated with the event.

What the action accomplishes:

Approves the Special Event Permit, and allows the rental of Town property at Beach Access 36 (Wastina Way)l

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Other	Nora Skipper

5. **Background:**

What's Up FMB is requesting approval for the Coastal Cars & Coffee Summer Series, a recurring community event featuring classic and specialty vehicles at Santini Marina Plaza located at 7205 Estero Boulevard on May 23, June 20, July 18, August 15, and September 19, 2026, from 8:30 AM to 11:00 AM.

The event is designed as a low-impact, family-friendly gathering that allows residents and visitors to enjoy a curated vehicle showcase while supporting local businesses and encouraging visitation to the south end of Fort Myers Beach. Attendance is expected to include approximately 30–50 registered vehicles with an estimated 200 spectators. There is a planned food truck to accompany the event.

Participants will stage and display vehicles at Santini Marina Plaza before departing in a coordinated cruise along Estero Boulevard under normal traffic conditions and in partnership with the Lee County Sheriff's Office, with no road closures requested. Overflow parking is proposed through the rental of 22 parking spaces at Beach Access 36 (Wastina Way), from 8:30 AM to 2:00 PM, while primary parking will be accommodated onsite and at partner locations (such as the Whale).

Event staff will manage parking flow, participant coordination, and cleanup, with no alcohol service, or major amplified entertainment associated with the event. The event is intended to provide a positive economic impact for nearby businesses while maintaining minimal disruption to surrounding properties and public access.

Attachments:

1. Coastal Cars & Coffee Application Pt 1
2. Coastal Cars & Coffee Application Pt 2

Financial Impact:
There is no financial impact since the town is expecting to receive the same amount of revenue from the parking spaces whether or not they are rented.

6. **Alternative Action**
Deny the special event application and its waivers.

7. **Management Recommendations:**
Approve the Special Event Permit.

8. **Recommended Approval:**

Nora Skipper,	Created/Initiated - 4/28/2026
Thomas Yozzo, Emergency Services Director	Approved - 5/7/2026
Abigail Eberhart, Public Information Officier	Approved - 5/7/2026
Joe Onzick, Finance Director	Approved - 5/8/2026
nancy stuparich, Town Attorney	Approved - 5/10/2026
Amy Baker, Town Clerk	Approved - 5/11/2026
William McKannay, Town Manager	Final Approval - 5/12/2026

Coastal Cars

Town of Fort Myers Beach
Special Event Application Checklist

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

DM

- ☐ A **completed** application is to be turned in 45 days **prior** to the event or a $5.00 per day cost will be added to the permit cost. You need to submit application to FMB Fire and LSCO.

DM

- ☐ All necessary department approvals – an application is not considered completed until all approvals have been turned in to Town Hall.

DM

- ☐ If Town Council action is required the **completed** application must be turned in 60 days prior to the event in order to get put on the Council agenda to be brought forth to Council, also any application turned in after the 60 days a 10% additional charge to the permit will be added.

DM

- ☐ Detailed description of entire event including set up and breakdown

DM

- ☐ Letters of permission if using someone else's property for event.

DM

- ☐ Site plan – marked off with placement of objects (chairs, tables, tents, etc.)

DM

- ☐ Parking Plan – if applicable

DM

- ☐ Liability Insurance ($1 million each occurrence and $2 million general aggregate) naming the Town of Fort Myers Beach as certificate holder

DM

- ☐ A copy of the 500 foot notification letter for any amplification along with the mailing list

You must initial & sign you have read and understand all requirements above.

Dawn Miller

Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

Name of event: Coastal Cars & Coffee
Attach separate sheet of paper with detailed description of event

Date(s) and times of event: May 23, June 20, July 18, Aug 15, Sept 19

Address of event: 7205 Estero Blvd Ft Myers Beach 33931

Expected # of participants/attendees: 200

Sponsoring Organization: What's Up FMB

Organization address: 290 Bahia Via Ft Myers Beach 33931

Contact Person/Phone#: Dawn Miller 614-578-2588

E-mail: President@whatsupfmb.com

Amplified Music Y [X] N [ ] 500 Ft Notifications Yes Copy of Letter Yes

Renting Town Property Y [ ] N [X] Renting Parking Spaces Y [X] N [ ]

How many Spaces? 22 How many hours until 2pm

Extension of Premises? Y [ ] N [X] ABT Form _____ How many days? ____ (Over 3 days needs to go to Council)

Letters of Permission to use Property: Yes

Letters of Permission to use Parking: _____ Parking Plan: yes

Site Plan yes Insurance yes (Naming Town of FMB as Certificate Holder)

Requesting Water Y [ ] N [X] Electric Y [ ] N [X]

Requires Council Approval:

Waiver of open container Y [ ] N [ ] Waiver of Town parking fees Y [ ] N [ ]

Waiver of Noise Ordinance Y [ ] N [ ] Recurring Event Y [ ] N [ ]

Applicant Signature: Dawn Miller

Printed Name: Dawn Miller

This permit is subject to the applicant meeting all requirements contained in Fort Myers Beach Code of Ordinance Book Part 2 Chapter 22 and in compliance with all items in the special event application.

January 30, 2023

Please forward the completed application and site plan along with the individual approval request to each identified agency below. Once complete return all to our office.

Florida DEP: DEP now provides an online application process for minor event approval

Self Certification for CCCL Permit Guidance Document: http://www.dep.state.fl.us/beaches/

FOR MAJOR EVENTS ONLY CONTACT

Kelly Cramer **Tel (239)770-7502 Fax(850)412-0590**
Email: kelly.cramer@floridadep.gov

Florida DEP remarks: _____

_____

_____

Check list: Application _____ **Site Plan** _____ **Description** _____

Florida DEP approval: _____ **Date:** _____

Turtle Time Inc.: Eve Haverfield **Tel (239)481-5566 eve@turtletime.org**

Turtle Season is May 1 through October 31

Turtle Time remarks: _____

_____

Turtle Time approval: _____ **Date:** _____

January 30, 2023

Applicant to Complete:

Company managing trash removal: N/A

No. of dumpsters: 0 **Type of dumpsters:** N/A

Who is responsible for clean-up and payment: What's Up FMB will be responsible for clean up after the events.

City right-of-way Parking Use: 6 **Number of spaces:** 0

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

_____

_____

Approval: _____ **Date:** _____

FMB Environment Science: Tel (239)765-0202

FMB Environmental Sciences remarks: _____

_____

Approval: _____ **Date:** _____

Fort Myers Beach Fire Control District

Life Safety Branch

100 Voorhis Street · Fort Myers Beach, Florida 33931
Phone (239) 590-4210 • Email: prevention@FMBFirefl.gov

Special Events Application and Guidebook

	Small Outdoor/Indoor Event	[X]	Large Outdoor/Indoor Event		Firework Display
Date of Application:	4/20/24	Date of Event	May 23, June 20, July 18, Aug 15, Sept 19		
Location:	7205 Estero Blvd FMB 33931				
Event Start Date/Time:	Multiple	Event End Date/Time:			
Setup Date:		Setup Time:	8:30am	Inspection Time:	8:45am
Event Sponsor:	What's Up FMB				
Sponsor Contact:	Dawn Miller	Sponsor Phone #:	614-578-2588	Sponsor Email:	president@whatsupfmb.com
Anticipated Number of Attendees:	200	Anticipated Number of Event Workers:	5		
Will there be carnival or mechanical rides:	0	Number of Stages:	0		
Total Number of Vendors:	0	Total Number of Hot Food Vendors:	0		
Number of Tents larger than 20 x 20:	0	Number of 10 x 10 Tents:	0		

Every vendor with a booth will receive a fire inspection and is responsible for paying an inspection fee. Please list the contact information for the responsible party below.

<u>Please Note:</u> If the event sponsor elects not to pay the vendor's inspection fee, a list of vendors, with full contact information, must be provided to the Fort Myers Beach Fire District. This information shall include contact name, number, and e-mail. All inspection fees will be due at time of service, and must be paid prior to release of any approvals.

Event applications <u>submitted less than thirty (30) days prior to the event will be subject to additional fees.</u> An expedited review may be requested and will be based upon availability, additional fees will apply.

Applications shall include the following:

1. A legible site plan to include proposed layout of the event; fire hydrant locations; fire/emergency access; and distances to any structures.
2. A life safety evaluation may be required based on the size of the event in accordance with the fire code.
3. All vendors should review FMBFD guidelines, on our website at <u>www.FMBFirefl.gov</u>
4. Failure to comply with requirements of the FMBFD may result in additional fees and/or shutdown of the vendor(s).

Dawn Miller
Submitting Party Name (Print)

Dawn Miller
Submitting Party Name (Sign)

Date: 4-20-24

FORT MYERS BEACH FIRE DEPT
100 Voorhis Street · Fort Myers Beach, Florida 33931 **Tel (239) 590-4210**

Fire Guards: (how many?) _____

Fee: _____

Flammable Vegetation: _____

First Aid Equipment: _____

Fire Extinguishing Equipment: _____

Special Arrangements: _____

_____

_____ _____ _____
Print Name **Approval Signature** **Date**

prevention@fmbfire.org – **For Fire Department Handbook and additional application.**

LEE COUNTY SHERIFF'S DEPT **Tel (239)477-1830 Fax (239)432-0268**
15650 Pine Ridge Road, Fort Myers, FL 33908

Parking: _____

Deputies (how many?) _____

Traffic Control: _____

_____

Fees: _____

Special Arrangements: _____

_____

_____

_____ _____ _____
Print Name **Approval Signature** **Date**

SHAKED PROPERTIES LLC

7205 Estero Blvd Box 718, Fort Myers Beach, FL 33931. 239-777-7251
Email: santinimarinaplaza@gmail.com

Santini Marina Plaza

7205 Estero Blvd

Fort Myers Beach, FL 33931

March 26, 2026

Permitting

City Fort Myers Beach

Please consider this my consent letter for What's Up FMB to use our Parking Lot for

the Cars & Coffee Summer Eries

On Saturday May 23rd, June 20th,July 18thand Sept. 19th, 2026

Thank you,

Sharon Magowan

Sharon Magowan

Property Manager

Tel 239-777-7251

Best Regards,

Yariv Shaked



Coastal Cars & Coffee – May 23 Event Plan

This document outlines the operational plan for the Coastal Cars & Coffee event scheduled for May 23, 2026.

Event Details

Detail	Information
Date	May 23, 2026
Event Time	9:00 AM – 11:00 AM (Cars & Coffee Gathering)11:00 AM (Coordinated Departure / Cruise)
Start Location	Santini Marina Plaza
Destination	The Whale

Start Location: Santini Marina Plaza

The Santini Marina Plaza will serve as the initial gathering point for the event.

- Reserved staging for 30–50 vehicles
- Spectator-friendly environment
- Existing parking + restrooms available

Event Flow

9:00 AM – 11:00 AM (Cars & Coffee Gathering)

- Vehicle arrival and staging
- Spectator attendance (free and open to public)
- Event staff on-site to coordinate parking and flow

11:00 AM – Departure

- Vehicles depart in a coordinated group
- Directed in partnership with Lee County Sheriff's Office
- No road closures requested

Cruise Route

The coordinated departure will follow a specific route to minimize disruption and maximize safety.

- Travel northbound along Estero Blvd
- Maintain normal traffic flow under law enforcement direction
- No stops or closures along route

Parking Plan (IMPORTANT SECTION)

A successful parking plan is crucial for the event's smooth execution.

Parking Area	Notes
Primary Parking	Reserved parking at The Whale
Overflow / Additional Parking	Beach Access 36 (Wastina Way)

Parking Coordination:

- Vehicles directed to designated areas upon arrival
- Event staff on-site to assist with parking flow
- No interference with public access points

Media



Drone footage will be captured to document key moments of the event:

- Departure from Santini
- Cruise along Estero Blvd
- Arrival at destination

Facilities

- Restrooms available at Santini Marina Plaza
- Additional facilities available at The Whale

Safety & Operations

- Limited to 30–50 registered vehicles
- Pre-registration required
- No alcohol service associated with event staging
- All participants must follow event staff and law enforcement direction

Weather Plan

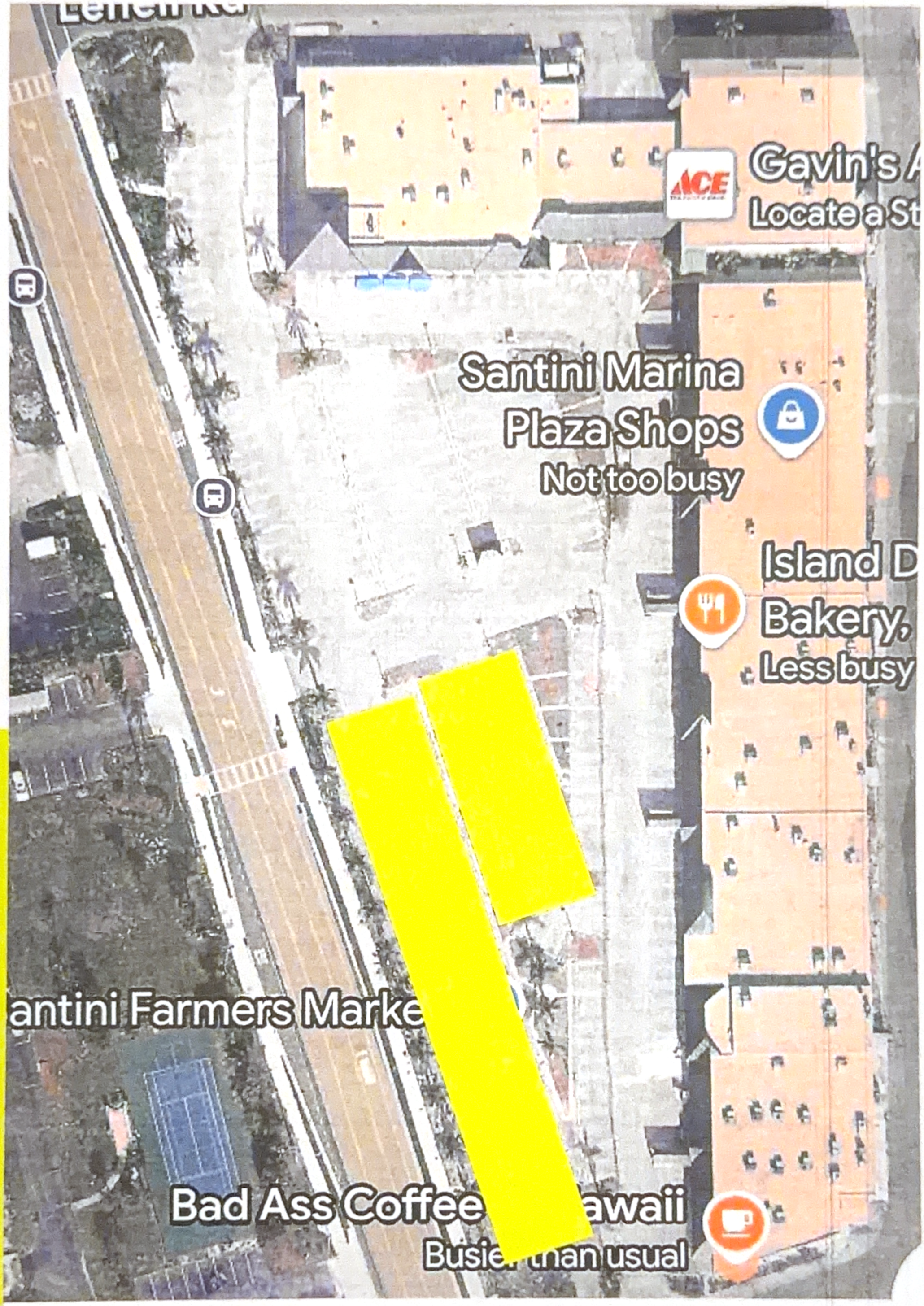
- Event may be modified or postponed due to weather

- Participants notified in advance

WHY THIS PLAN WORKS

This structured approach ensures a high-quality event with minimal impact on the local community:

- ✓ Controlled start
- ✓ Clean route
- ✓ Strong destination
- ✓ Parking handled (this is HUGE)
- ✓ Minimal town disruption


Lehehi Rd
ACE
Gavin's A
Locate a St
Santini Marina
Plaza Shops
Not too busy
Island D
Bakery,
Less busy
antini Farmers Marke
Bad Ass Coffee
awaii
Busie than usual
Car Parking

Car Route from Santini Marina Plaza



Car Club Route

Police Escort



Stacked Parking

Car Club Drive



Coastal Cars & Coffee – June 20 Event Plan

This document outlines the event plan for the "Coastal Cars & Coffee" gathering scheduled for June 20, 2026. The event is a Classic Car Feature and Food & Beverage Activation.

Event Details

Item	Detail
Date	June 20, 2026
Event Theme	Classic Car Feature + Food & Beverage Activation
Vehicle Limit	Limited to 30–50 registered vehicles (pre-registration required)

Event Schedule

Time	Activity	Location
9:00 AM – 11:00 AM	Cars & Coffee Gathering	Santini Marina Plaza
11:00 AM	Coordinated Departure / Cruise	Santini Marina Plaza

Start Location: Santini Marina Plaza

The gathering will take place at Santini Marina Plaza.

- Reserved staging for 30–50 vehicles
- Spectator-friendly environment
- Existing parking and restrooms available

Event Flow: 9:00 AM – 11:00 AM

- Vehicle arrival and staging
- Spectator attendance (free and open to public)
- Event staff managing parking and flow

Event Flow: 11:00 AM – Departure

Vehicles will depart in a coordinated group:

- Directed in partnership with Lee County Sheriff's Office
- No road closures requested

Route and Destination

Route

- Travel northbound along Estero Blvd
- Maintain normal traffic flow under law enforcement direction

Destination

- Detroit Dawgs

Parking Plan

Primary Parking

- Designated parking near Detroit Dawgs for featured vehicles

Additional Parking

- Nearby coordinated parking areas (including partner lots as needed)

Parking Coordination

- Vehicles directed by event staff upon arrival
- Parking staged to accommodate classic vehicles and spectators
- No obstruction of public access or traffic flow

On-Site Activation at Destination

The activation is designed as a controlled, low-impact event:

- Satellite bar partner operating within permitted guidelines
- Food service provided by Detroit Dawgs
- Any alcohol service handled within proper licensing or separate permitting by vendor

Media

Drone footage will be captured of the following:

- Departure from Santini
- Cruise along Estero Blvd
- Arrival and activation at destination

Facilities

Restrooms will be available at the following locations:

- Santini Marina Plaza
- Detroit Dawgs and nearby locations

Safety & Operations

- Limited to 30–50 registered vehicles
- Pre-registration required
- Event staff on-site for coordination
- All participants must follow law enforcement and event direction

Weather Plan

- Event may be modified or postponed due to weather
- Participants notified in advance

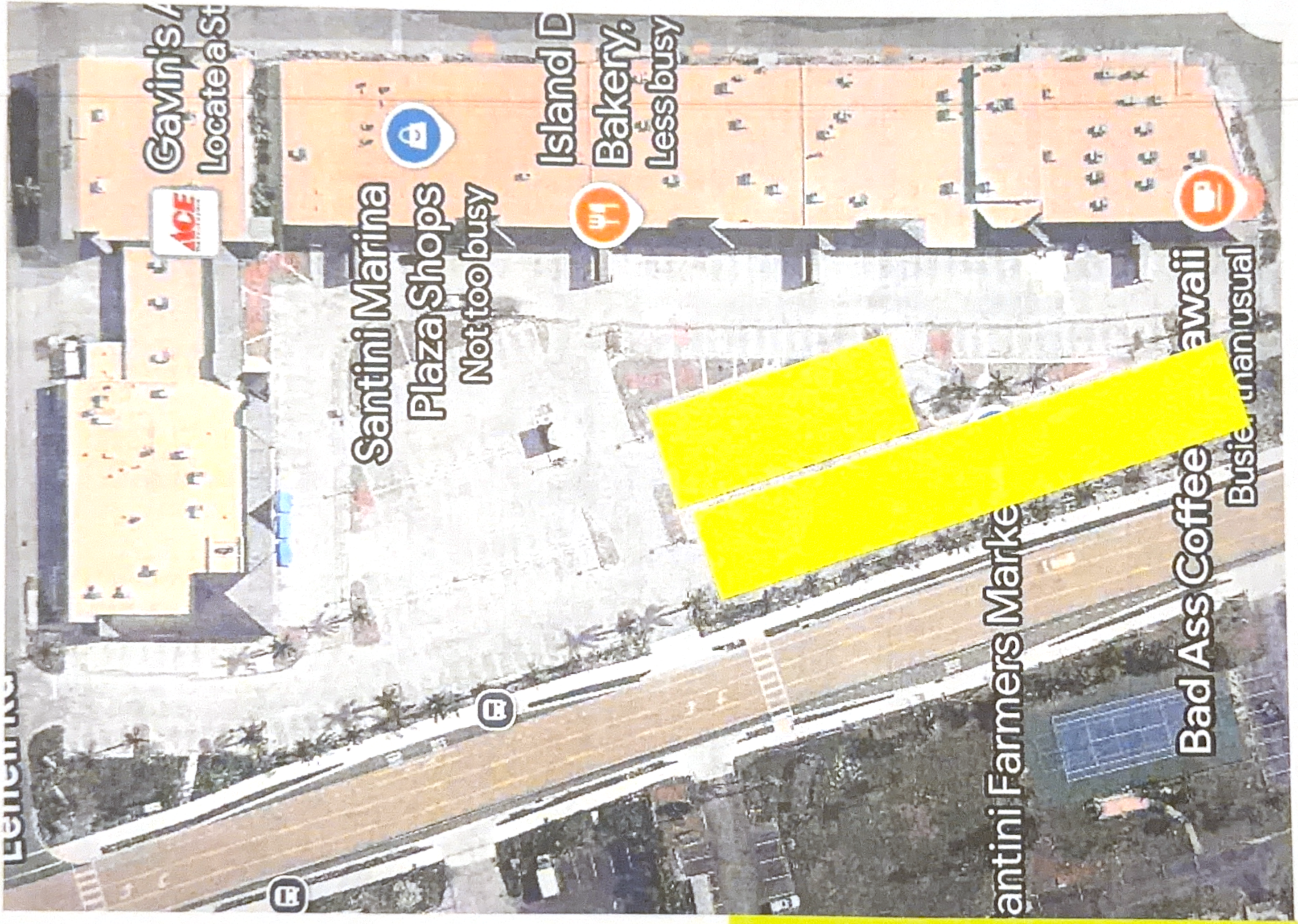
Summary: Why This One Works

- ✓ Same clean structure as May (easy for Town)
- ✓ Different destination vibe (keeps series fresh)
- ✓ Activation adds energy without adding risk
- ✓ Parking still controlled

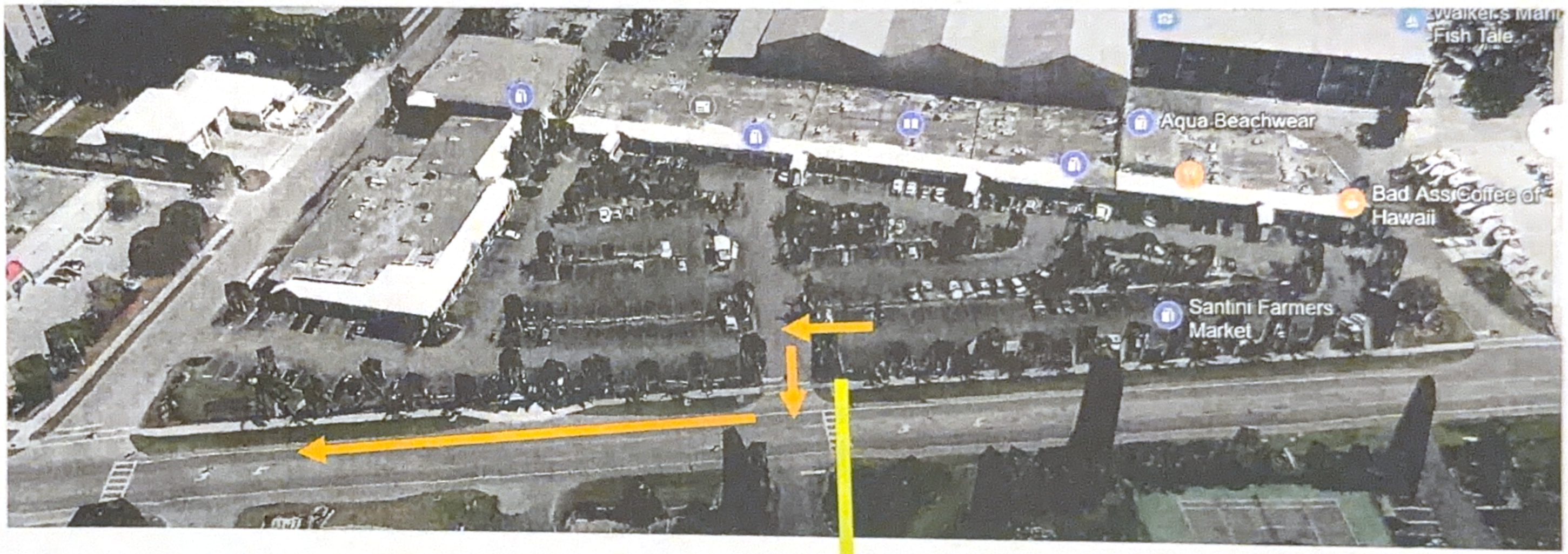


For questions or concerns, please contact Person .

The meeting to finalize staffing and event roles is scheduled for Calendar event , *which will be discussed on* Date .


Gavin's A
Locate a St
ACE
Santini Marina
Plaza Shops
Not too busy
Island D
Bakery,
Less busy
Bad Ass Coffee
Bus
Car Club Parking

Car Route from Santini Marina Plaza



Car Club Route

Police Escort

🚗 JUNE 20 – NEIGHBOR LETTER (DETROIT DAWGS)

Subject: Notice of Community Event – June 20

Dear Neighbor,

We would like to inform you of a community event scheduled for June 20, 2026 as part of the Coastal Cars & Coffee Summer Series.

Detail	Information
Start Location	Place (Santini Marina Plaza)
Time	9:00 AM – 11:00 AM
Arrival at Destination	Approximately 11:30 AM at Detroit Dawgs

The event includes a controlled gathering of approximately 30–50 vehicles, followed by a coordinated cruise along Estero Blvd. Upon arrival, vehicles will be directed into designated parking areas, and all activity will take place within existing permitted

business operations. No road closures are planned, and all traffic will remain under normal conditions with coordination from the Lee County Sheriff's Office.

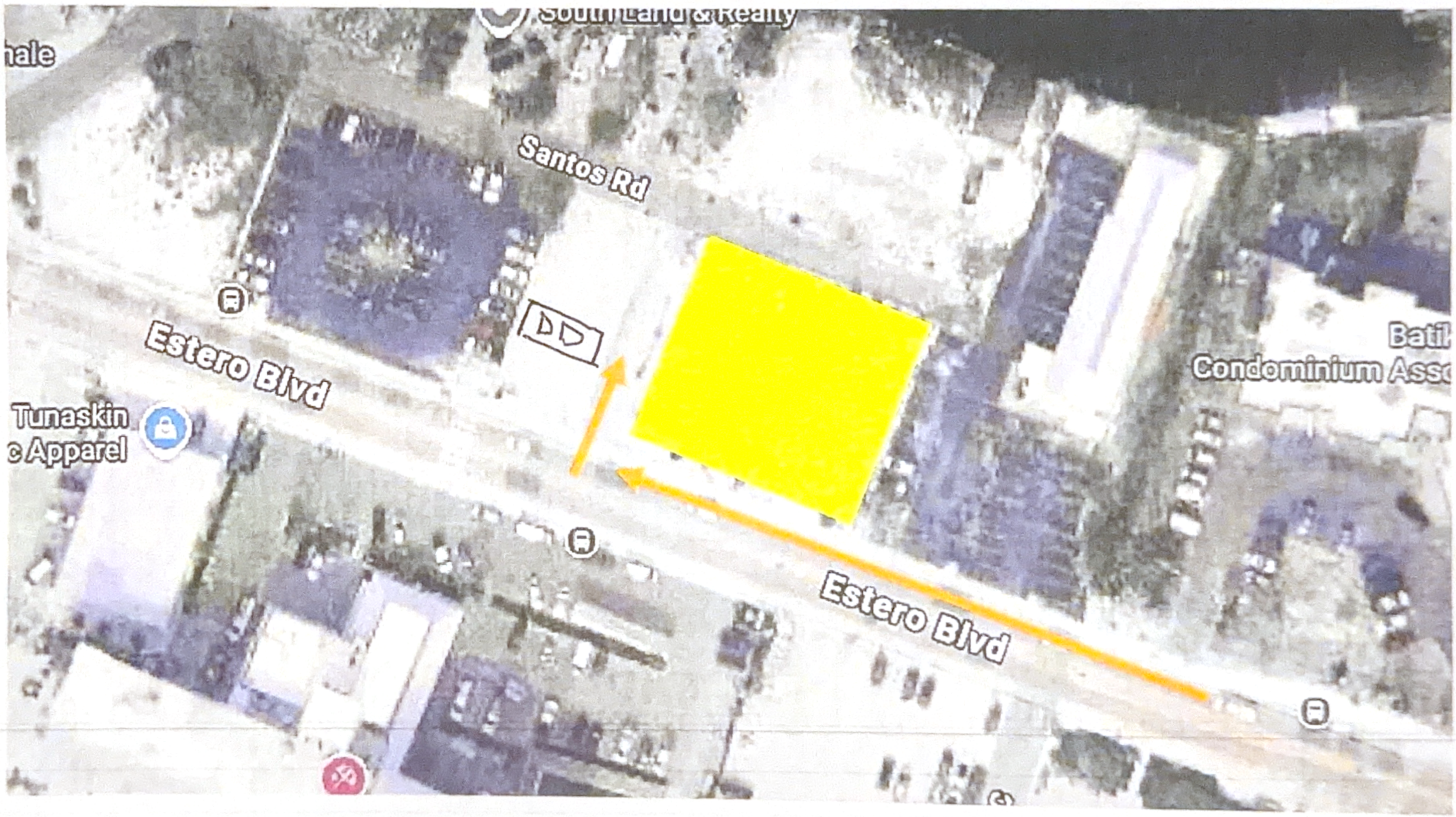
We appreciate your understanding as we host this small, organized event supporting local businesses.

— What's Up FMB

Cars Stacked

Norm's & Detroit Dawgs

DD Food Trailer





Coastal Cars & Coffee – July 18 Event Plan: Jeep Beach Cruise Edition

This event is designed to create a controlled, low-impact vehicle experience that supports local businesses while showcasing Fort Myers Beach through coordinated group travel.

Event Summary

Detail	Information
Date	July 18, 2026
Theme	Jeep Beach Cruise – Cars & Coffee Edition
Participants	Limited to 30–50 registered vehicles (Jeep-focused)
Purpose	Primary content capture event for the series; support local businesses

Event Schedule

Time	Activity	Location
8:30 AM	Coordinated Departure	Loyal Order of Moose Lodge 964 (Pending approval)

Time	Activity	Location
9:00 AM – 11:00 AM	Cars & Coffee Display	Santini Marina Plaza
11:00 AM	Transition to Lunch	Vehicles depart Santini
11:30 AM	Lunch Arrival	Legno's Pizza

Start Location & Departure (8:30 AM)

Loyal Order of Moose Lodge 964 (Pending approval)

- Jeep-focused staging (Wrangler, Gladiator, and similar vehicles).
- Controlled departure of approximately 30–50 vehicles.
- Event staff coordinating staging and release.

Event Theme: Jeep Beach Cruise

- Featured Jeep-focused event.
- Participation from local and regional Jeep clubs.
- Designed for a cohesive and visually engaging group drive.

Event Flow & Route

8:30 AM – Departure

- Vehicles depart in a coordinated group.
- Directed in partnership with Lee County Sheriff's Office. No road closures requested.

Route (SCENIC FEATURE)

- Travel toward Estero Blvd.
- Cross Matanzas Pass Bridge.
- Continue southbound to Santini Marina Plaza.

This route is specifically designed to capture drone footage of vehicles entering Fort Myers Beach.

9:00 AM – 11:00 AM | Cars & Coffee

Place **Santini Marina Plaza**

- Vehicle staging and display.
- Spectator attendance (free and open to public).
- Event staff managing parking and flow.

11:00 AM – Transition to Lunch

- Vehicles depart Santini in a coordinated manner.

11:30 AM – Lunch Destination

Place **Legno's Pizza**

- Coordinated arrival.
- Lunch service at existing permitted establishment.

Parking Plan

Location	Parking Description
Moose Lodge (Start)	On-site staging and departure
Santini Marina Plaza	Organized parking for vehicle display; existing infrastructure for guests and spectators
Legno's Pizza	Designated parking for participating vehicles; additional nearby public/partner parking as needed

Media Coverage (FEATURE EVENT)

This is the primary content capture event for the series.

Drone footage will capture:

- Departure from Moose Lodge
- Bridge crossing

- Arrival at Santini
- Transition to lunch

Safety & Operations

- Limited to approximately 30–50 registered vehicles.
- Pre-registration required.
- Coordinated movement between locations.
- All participants must follow event staff and law enforcement direction.

Facilities

- Restrooms available at Santini Marina Plaza.
- Facilities available at Legno's.
- Moose Lodge facilities pending approval.

Weather Plan

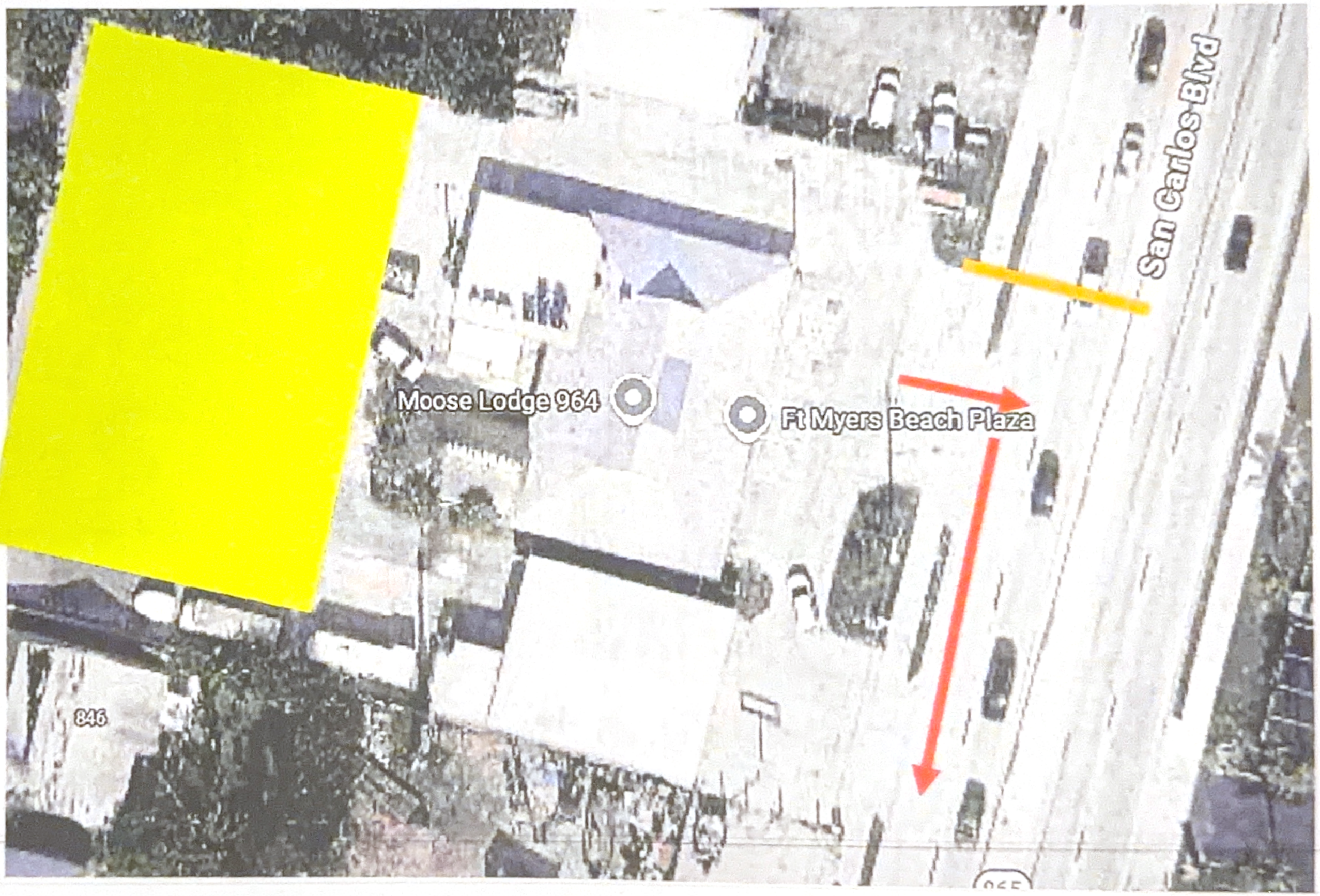
- Event may be modified or postponed due to weather.
- Participants will be notified in advance.

Car Club Staging

Moose Lodge

Police Escort

Car Club Route to Santini





Dear Neighbor,

We would like to inform you of a scheduled community event on July 18, 2026 as part of the Coastal Cars & Coffee Summer Series.

The event will follow this general timeline and route:

- **Departure Location:** Loyal Order of Moose Lodge 964 at approximately 8:30 AM
- **Cars & Coffee:** Santini Marina Plaza from 9:00 AM – 11:00 AM
- **Lunch Arrival:** Approximately 11:30 AM at Legno's Pizza

This event will feature approximately 30–50 vehicles participating in a coordinated, law enforcement–directed cruise. No road closures are planned, and all vehicles will operate under normal traffic conditions with direction from the Lee County Sheriff's Office.

The event is designed to be organized, low-impact, and respectful of surrounding properties.

Thank you for your understanding and support.

— What's Up FMB



Coastal Cars & Coffee – August 15 Event Plan

Event Purpose Statement

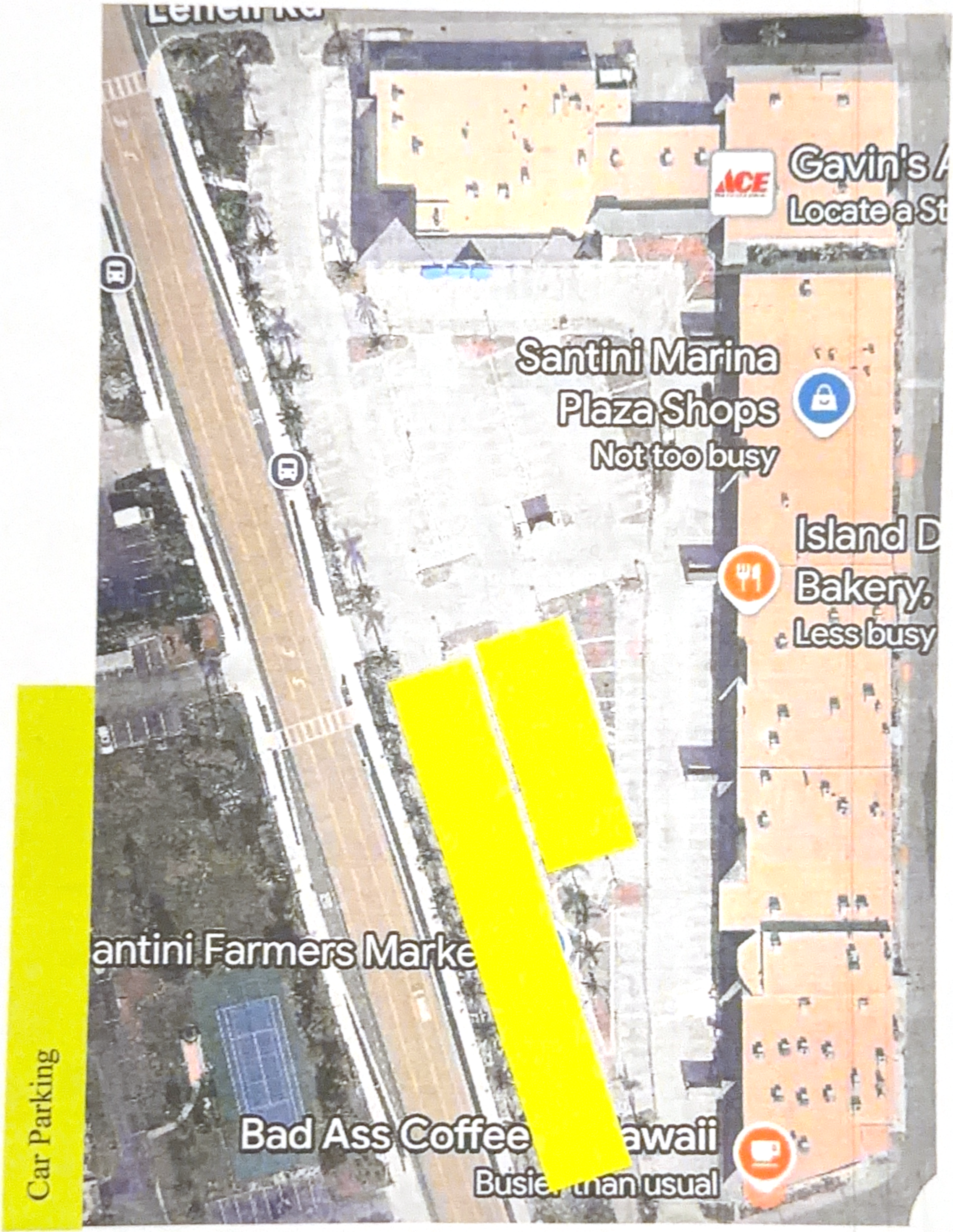
This event is designed as a flexible, low-impact vehicle gathering with a coordinated departure, allowing participants to explore Fort Myers Beach while maintaining normal traffic flow.

Event Details

Detail	Description
Date	August 15, 2026
Start Location	Santini Marina Plaza
Expected Vehicles	Approximately 30–50 registered vehicles
Registration	Pre-registration required

Schedule

Time	Activity
9:00 AM – 11:00 AM	Cars & Coffee Gathering


Gavin's A
Locate a St
Santini Marina
Plaza Shops
Not too busy
Island D
Bakery,
Less busy
antini Farmers Marke
Bad Ass Coffee
awaii
Busier than usual
Car Parking

Time	Activity
11:00 AM	Coordinated Departure / Cruise

Start Location: Santini Marina Plaza

The Santini Marina Plaza will serve as the staging area for the event.

- Reserved staging for approximately 30–50 vehicles
- Spectator-friendly environment (free and open to public)
- Event staff managing parking and flow
- Restrooms available at Santini Marina Plaza

Event Flow (9:00 AM – 11:00 AM)

- Vehicle arrival and staging
- Spectator attendance
- Event staff coordinating layout and parking

Coordinated Departure (11:00 AM)

- Vehicles depart in a coordinated group.
- The departure will be directed in partnership with the Lee County Sheriff's Office.
- No road closures requested.

Route & Format (OPEN CONCEPT)

The route is an open concept design for minimal traffic impact.

- Vehicles will travel along Estero Blvd under normal traffic conditions.
- No fixed destination or group endpoint required.
- Participants may continue along the island or disperse naturally.

The route direction and flow may vary based on event coordination.

Media

- Drone footage capturing:
    - Gathering at Santini

    - Coordinated departure
    - Vehicles traveling along Estero Blvd

Safety & Operations

Safety is the highest priority for the event.

- Limited to approximately 30–50 registered vehicles.
- Pre-registration required.
- Event staff on-site for coordination.
- All participants must follow law enforcement and event direction.

Weather Plan

The event may be modified or postponed due to weather. Participants will be notified in advance. If there is a weather-related modification, an updated plan will be provided to participants at 🗋 File.



Dear Neighbor,

We would like to inform you of a small community event scheduled for Date, 2026.

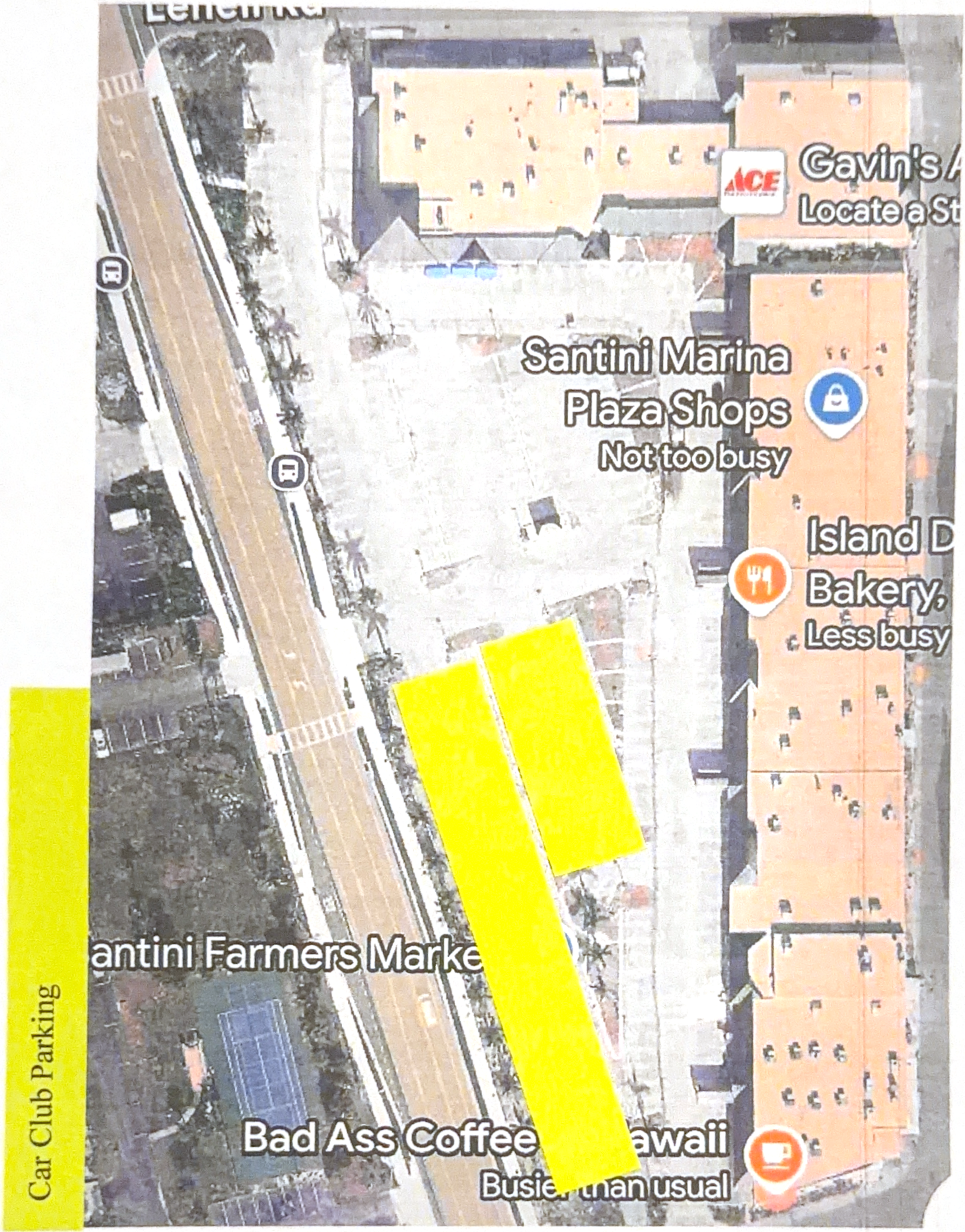
This event includes a controlled gathering of approximately 30–50 vehicles, followed by a coordinated departure along Estero Blvd. There is no designated destination, and vehicles will disperse naturally following the event. No road closures are planned, and all activity will occur under normal traffic conditions.

Here are the details for the event:

Detail	Information
Location	Santini Marina Plaza Place
Date	August 15
Time	9:00 AM – 11:00 AM

We appreciate your understanding as we host this low-impact community event.

— What's Up FMB


Gavin's A
Locate a St
Santini Marina
Plaza Shops
Not too busy
Island D
Bakery,
Less busy
antini Farmers Marke
Bad Ass Coffee
awaii
Busier than usual
Car Club Parking



Coastal Cars & Coffee – September 19

Event Plan

This event is designed as a flexible, low-impact vehicle gathering with a coordinated departure, supporting local visibility while maintaining normal traffic flow.

Event Details

Detail	Information
Date	September 19, 2026
Start Location	Place (Santini Marina Plaza)
Event Time	9:00 AM – 11:00 AM (Gathering)
Departure Time	11:00 AM (Coordinated Departure / Cruise)

Event Flow

9:00 AM – 11:00 AM: Cars & Coffee Gathering

The gathering at Santini Marina Plaza includes:

- Reserved staging for approximately 30–50 vehicles
- Spectator-friendly environment (free and open to public)
- Event staff managing parking and flow
- Vehicle arrival and staging

- Spectator attendance
- Event staff coordinating layout and parking

11:00 AM: Coordinated Departure

- Vehicles depart in a coordinated group.
- Directed in partnership with Lee County Sheriff's Office.
- No road closures requested.

Route & Format (OPEN CONCEPT)

The route and format details are as follows:

- Vehicles will travel along Estero Blvd under normal traffic conditions.
- No fixed destination or group endpoint required.
- Participants may continue along the island or disperse naturally.
- Route direction and flow may vary based on event coordination.

Safety & Operations

- Limited to approximately 30–50 registered vehicles.
- Pre-registration required.
- Event staff on-site for coordination.
- All participants must follow law enforcement and event direction.

Facilities

Restrooms will be available at Santini Marina Plaza.

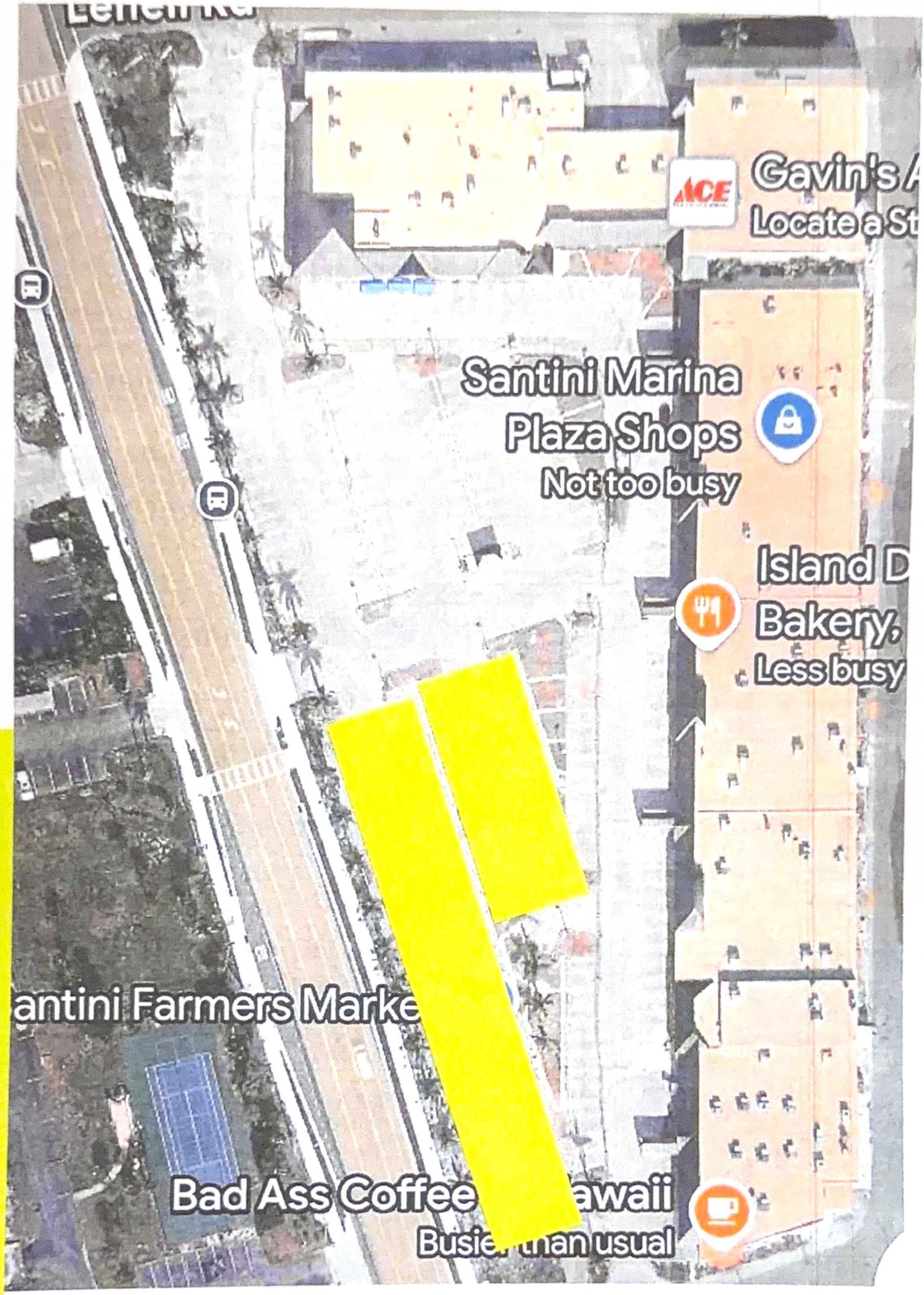
Media Plan

Drone footage is planned to capture the following:

- Gathering at Santini
- Coordinated departure
- Vehicles traveling along Estero Blvd

Weather Plan

The event may be modified or postponed due to weather. Participants will be notified in advance.


Gavin's A
Locate a St
Santini Marina
Plaza Shops
Not too busy
Island D
Bakery,
Less busy
antini Farmers Marke
Bad Ass Coffee
awaii
Busie than usual
Car Club Parking

Notice of Community Event – September 19

Dear Neighbor,

We would like to inform you of a small community event scheduled for August 15, 2026.

- Location: Place
- Time: 9:00 AM – 11:00 AM

This event includes a controlled gathering of approximately 30–50 vehicles, followed by a coordinated departure along Estero Blvd. There is no designated destination, and vehicles will disperse naturally following the event.

No road closures are planned, and all activity will occur under normal traffic conditions.

We appreciate your understanding as we host this low-impact community event.

— What's Up FMB

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-503**

1. **Request:**

Meeting Date: May 18, 2026

Approval of a Special Event for The Whale Anniversary Celebration to be held on June 13, 2026, at The Whale, located at 1249 Estero Boulevard, from 11:00 AM to 9:00 PM, as requested by Dawn Miller of The Whale, including amplified live music and food and beverage service, including outdoor alcohol service subject to ABT approval and extension of premises approval, and subject to further approval by the Fort Myers Beach Fire Control District and the Lee County Sheriff's Office.

Why the action is necessary:

This action is necessary pursuant to Chapter 22 of the Town of Fort Myers Beach Code of Ordinances, as the proposed special event includes live amplified music and outdoor alcohol service associated with The Whale Anniversary Celebration. Per Section 22-7(5)(d), special events requesting a waiver of the Town's open container regulations require Town Council approval, and per Section 22-7(5)(g) and Section 22-9(f)(13), any event requesting a waiver of the Town's noise regulations for amplified entertainment exceeding allowable sound limits also requires Town Council approval. Additionally, applicants serving alcohol outside of their existing licensed premises must obtain all necessary permits from the Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco (ABT), including any required Extension of Premises approval pursuant to Section 22-7(4).

What the action accomplishes:

Approves the Special Event Permit and its applicable waivers.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Other	Nora Skipper

5. **Background:**

The Whale is requesting approval for The Whale Anniversary Celebration, a one-day special event to be held on June 13, 2026, at 1249 Estero Boulevard to celebrate another year of operation and provide a community-focused gathering for residents and visitors of Fort Myers Beach. The event is expected to host approximately 100 to 125 guests throughout the day, with activities running from 11:00 AM to 9:00 PM and setup occurring that morning prior to opening.

The celebration will include live music by Rock Republic during the early evening hours, food and beverage service through The Whale's existing licensed operations, and outdoor alcohol service within the event footprint subject to ABT extension of premises approval. Guests will utilize existing public and nearby parking, with no road closures, street closures, or additional traffic control requested. Event staff will remain onsite to manage guest flow, safety, cleanup, and noise compliance, with amplified sound directed inward toward the property and monitored to minimize impacts to surrounding properties.

Attachments:

1. The Whale Anniversary Permit Application

Financial Impact:

None

6. **Alternative Action**
Deny the special event application and its waivers.

7. **Management Recommendations:**
Approve the Special Event Permit and its applicable waivers.

8. **Recommended Approval:**

Nora Skipper,	Created/Initiated - 5/7/2026
Joe Onzick, Finance Director	Approved - 5/8/2026
nancy stuparich, Town Attorney	Approved - 5/8/2026
Amy Baker, Town Clerk	Approved - 5/8/2026
William McKannay, Town Manager	Final Approval - 5/8/2026

Whale Anniversary

Town of Fort Myers Beach

Special Event Application Checklist

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

DM

- [ ] A **completed** application is to be turned in 45 days **prior** to the event or a $5.00 per day cost will be added to the permit cost. You need to submit application to FMB Fire and LSCO.

DM

- [ ] All necessary department approvals – an application is not considered completed until all approvals have been turned in to Town Hall.

DM

- [ ] If Town Council action is required the **completed** application must be turned in 60 days prior to the event in order to get put on the Council agenda to be brought forth to Council, also any application turned in after the 60 days a 10% additional charge to the permit will be added.

DM

- [ ] Detailed description of entire event including set up and breakdown

DM

- [ ] Letters of permission if using someone else's property for event.

DM

- [ ] Site plan – marked off with placement of objects (chairs, tables, tents, etc.)

DM

- [ ] Parking Plan – if applicable

DM

- [ ] Liability Insurance ($1 million each occurrence and $2 million general aggregate) naming the Town of Fort Myers Beach as certificate holder

DM

- [ ] A copy of the 500 foot notification letter for any amplification along with the mailing list

You must initial & sign you have read and understand all requirements above.

Dawn Miller

Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

Name of event The Whale Anniversary Party
Attach separate sheet of paper with detailed description of event

Date(s) and times of event June 13, 2026

Address of event 1249 Estero Blvd Ft Myers Beach 33931

Expected # of participants/attendees 100-125

Sponsoring Organization The Whale

Organization address 290 Bahia Via Ft Myers Beach 33931

Contact Person/Phone# Dawn Miller 614-578-2588

E-mail dawnmiller@thewhalefmb.com

Amplified Music Y ☒ N ☐ 500 Ft Notifications Yes Copy of Letter Yes

Renting Town Property Y ☐ N ☒ Renting Parking Spaces Y ☐ N ☒

How many Spaces? 0 How many hours NA

Extension of Premises? Y ☒ N ☐ ABT Form yes in process How many days? 1 (Over 3 days needs to go to Council)

Letters of Permission to use Property Yes

Letters of Permission to use Parking NO Parking Plan

Site Plan yes Insurance yes (Naming Town of FMB as Certificate Holder)

Requesting Water Y ☐ N ☒ Electric Y ☐ N ☒

Requires Council Approval:

Waiver of open container Y ☐ N ☐ Waiver of Town parking fees Y ☐ N ☐

Waiver of Noise Ordinance Y ☐ N ☐ Recurring Event Y ☐ N ☐

Applicant Signature Dawn Miller

Printed Name Dawn Miller

This permit is subject to the applicant meeting all requirements contained in Fort Myers Beach Code of Ordinance Book Part 2 Chapter 22 and in compliance with all items in the special event application.

Applicant to Complete:

Company managing trash removal: N/A

No. of dumpsters: 0 **Type of dumpsters:** N/A

Who is responsible for clean-up and payment: The Whale will be responsible for clean up after the event.

City right-of-way Parking Use: _____ **Number of spaces:** _____

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

_____

_____

Approval: _____ **Date:** _____

FMB Environment Science: Tel (239)765-0202

FMB Environmental Sciences remarks: _____

_____

Approval: _____ **Date:** _____

Please forward the completed application and site plan along with the individual approval request to each identified agency below. Once complete return all to our office.

Florida DEP: DEP now provides an online application process for minor event approval

Self Certification for CCCL Permit Guidance Document: http://www.dep.state.fl.us/beaches/

FOR MAJOR EVENTS ONLY CONTACT

Kelly Cramer **Tel (239)770-7502 Fax(850)412-0590**
Email: kelly.cramer@floridadep.gov

Florida DEP remarks: _____

_____

_____

Check list: Application _____ **Site Plan** _____ **Description** _____

Florida DEP approval: _____ **Date:** _____

Turtle Time Inc.: Eve Haverfield **Tel (239)481-5566 eve@turtletime.org**

Turtle Season is May 1 through October 31

Turtle Time remarks: _____

_____

Turtle Time approval: _____ **Date:** _____

FORT MYERS BEACH FIRE DEPT
100 Voorhis Street · Fort Myers Beach, Florida 33931 **Tel (239) 590-4210**

Fire Guards: (how many?) _____

Fee: _____

Flammable Vegetation: _____

First Aid Equipment: _____

Fire Extinguishing Equipment: _____

Special Arrangements: _____

_____

_____ _____ _____
Print Name **Approval Signature** **Date**

prevention@fmbfire.org **– For Fire Department Handbook and additional application.**

LEE COUNTY SHERIFF'S DEPT **Tel (239)477-1830 Fax (239)432-0268**
15650 Pine Ridge Road, Fort Myers, FL 33908

Parking: _____

Deputies (how many?) _____

Traffic Control: _____

_____

Fees: _____

Special Arrangements: _____

_____

_____

_____ _____ _____
Print Name **Approval Signature** **Date**

Fort Myers Beach Fire Control District

8:45am

Life Safety Branch

100 Voorhis Street · Fort Myers Beach, Florida 33931
Phone (239) 590-4210 • Email: prevention@FMBFirefl.gov

Special Events Application and Guidebook

☐	Small Outdoor/Indoor Event	☒	Large Outdoor/Indoor Event	☐	Firework Display

Date of Application:	4/20/26	Date of Event:	June 13, 2026
Location:	1249 Estero Blvd FMB 33931		
Event Start Date/Time:	6/13/26 11am	Event End Date/Time:	9pm 6/13/26
Setup Date:	6/13/26	Setup Time:	8:30am
Inspection Time:	10:45am		
Event Sponsor:	The Whale		
Sponsor Contact:	Dawn Miller	Sponsor Phone #:	614-578-2588
Sponsor Email:	dawnmiller@thewhalefmb.com		
Anticipated Number of Attendees:	125	Anticipated Number of Event Workers:	5
Will there be carnival or mechanical rides:	D	Number of Stages:	1
Total Number of Vendors:	0	Total Number of Hot Food Vendors:	0
Number of Tents larger than 20 x 20:	0	Number of 10 x 10 Tents:	5

Every vendor with a booth will receive a fire inspection and is responsible for paying an inspection fee. Please list the contact information for the responsible party below.

<u>Please Note:</u> If the event sponsor elects not to pay the vendor's inspection fee, a list of vendors, with full contact information, must be provided to the Fort Myers Beach Fire District. This information shall include contact name, number, and e-mail. All inspection fees will be due at time of service, and must be paid prior to release of any approvals.

Event applications <u>submitted less than thirty (30) days prior to the event will be subject to additional fees.</u> An expedited review may be requested and will be based upon availability, additional fees will apply.

Applications shall include the following:

1. A legible site plan to include proposed layout of the event; fire hydrant locations; fire/emergency access; and distances to any structures.
2. A life safety evaluation may be required based on the size of the event in accordance with the fire code.
3. All vendors should review FMBFD guidelines, on our website at www.FMBFirefl.gov
4. Failure to comply with requirements of the FMBFD may result in additional fees and/or shutdown of the vendor(s).

Dawn Miller
Submitting Party Name (Print)

Dawn Miller
Submitting Party Name (Sign)

Date: April 20, 2026

OUTDOOR FESTIVAL and SPECIAL EVENT GUIDEBOOK

The purpose of this guidebook is to establish responsibilities for event promoters, sponsors, and vendors.

Event Sponsor: The Event Sponsor assumes overall responsibility for overseeing the setup and activities of the event, and ensures compliance with all applicable fire and life safety codes.

The Event Sponsor shall:

1. Ensure completion and approval of all required permits from the Fort Myers Beach Fire District, Town of Fort Myers Beach and/or Lee County.
2. Provide a site plan to the FMBFD with the following information:
    a. Name of all streets and areas that are included in the event.
    b. Location(s) of fire lanes (minimum 20 feet) width.
    c. Location of all stages, non-food booth vendors, food vendors, and all displays. Provide details for cooking operations and displays that use heat-producing appliances.
    d. Identify all emergency exits.
    e. Identify any fire hydrants that are in the vicinity of the event.
    f. A list of all food vendors with the type of food and cooking method is required.
    g. Event Sponsor is responsible for distributing a copy of the Fire District's requirements to the hot food vendors.
    h. Event radios (if used) shall be provided with a list of assigned channels.
    i. **PARADE FLOATS:** Refer to float inspection/checklist provided on page 6 of this document.

Event Vendors: Event Vendors are responsible for the safe operation of their booth, display and/or attraction. All vendors shall coordinate with the Event Sponsor on the event setup, take down times, and ensure their setup complies with the following:

1. Fire lanes, fire department connections, and building access is clear and unobstructed.
2. Be prepared, at any time, for a fire inspection and correct any cited deficiencies prior to event start time.
3. Shall ensure all fire and life safety code requirements are maintained for the duration of the event.

Fire Department Special Event Staff: FMBFD staff will conduct an inspection on the special event prior to the scheduled start day and time. If required, correction notices shall be issued and a follow-up inspection will be required prior to opening. Fire inspections will include, but is not limited to, the following:

1. Hot food vendors – cooking operations, setup, extinguishing systems, fire extinguishers.
2. Fire Department Access – minimum 20 foot width; vertical clearance of 13.5 foot.
3. Access to fire hydrants, fire department connections, fire alarm panels, and command centers.
4. Event egress – accessible exits, required signage.
5. Rides and displays – inspect for safety and proper state certification tags.
6. Generators and propane tanks – location of fuel, stable base provided.
7. Stages – location of stage setup, extension cords used, fire extinguisher provided.
8. Non-Food vendors – setup, required fire extinguisher provided operations.
9. Beer and wine gardens – setup, exits marked, required fire extinguisher provided.
10. Pyrotechnic displays and open flame effects. **REQUIRES SEPARATE PERMIT** – Refer to permit application/checklist provided on page 8 of this document.

Pyrotechnic Displays and Open Flame Effects: Pyrotechnic displays require a separate permit from the FMBFD. Refer to permit application and checklist provided on page 7 of this document. The FMBFD shall review all open flame and theatrical flame effects. Open flame effects shall include, but are not limited to the following:

1. Fire dancing
2. Stage props and effects
3. Fire eating
4. Magic acts

Access for Fire Apparatus: During large events, it is important to maintain access points for apparatus. This includes not only fire trucks for suppression, but also other emergency vehicles including medical units. To ensure a safe event, all fire access requirements shall be enforced at all times.

Access through the event shall include the following:

1. A designated fire lane, no less than 20 feet wide with a vertical clearance of no less than 13.5 feet.
2. Access roads that exceed 150 feet with no exit, shall be provided with a means to turn around. A FMBFD representative shall approve all turning radiuses.
3. Any designated fire accesses shall be clearly identified with signage indicating "Fire Access – No Parking".

Access to Structures: Access to structures and walkways shall be provided as required by FMBFD. Identified access points shall be reviewed at the time of permit submittal and may vary depending on the building and the venue. Access to the following shall be required:

1. All exterior doors and openings
2. Fire control rooms
3. Fire pump rooms
4. Parking structures
5. Exterior utility distribution vaults

Access to Water Supplies: Event Sponsors, Vendors, and all other event staff shall be required to maintain a 15-foot clearance around all fire hydrants and other water supply connections. If a setup is found to be blocking access to water supplies the set-up shall be immediately relocated. Access to the following shall be maintained at all times:

1. Fire Hydrants
2. Fire Department Connections
3. Post indicator valves – fire backflows – OS&Y valves

Event Egress: This section shall apply to two (2) types of events:

1. Fenced events – commonly located in parks or other large open areas.
2. Blocked streets – commonly done at events where main streets and cross streets are closed.

Fenced Events: These events typically take place in a park or other large open area where the designated area for the event is closed off by temporary fencing.

1. The number of exits shall be in addition to what is defined as the main entrance of the event. Three (3) exits shall be provided when the site accommodates 1,000 to 3,000 attendees and four (4) exits shall be provided when the site accommodates more than 3,000 attendees.
2. Exits shall be spaced equally along the perimeter of the fence. The maximum travel distance between exits shall not exceed 400 feet of travel. Additional exits shall be added, if needed.
3. The width of exits on temporary fencing shall be no less than 48 inches or approximately one (1) panel width.
    A. A member of security shall staff every exit. The security provider shall be able to provide a gate assignment roster upon request.
4. Emergency exits shall be marked by one (1) of the following:
    A. Exit signs shall have a white background with contrasting red letters.
    B. Exit signs shall measure, at a minimum, 18 inches x 24 inches.
    C. Sign letters shall measure 12 inches in height.
    D. Signs shall be placed at the top center of exit panels.

Blocked Streets: Some events will require that main or cross streets be blocked from vehicular traffic. These types of closures shall account for fire and emergency vehicles and public egress.

1. Exits shall be located at each end of any street closure. Cross streets shall also have emergency exit access.
2. A fire lane, no less than 20 feet wide and no less than 13.5 feet high, shall be maintained as designed by FMBFD.

TENTS, CANOPIES and TEMPORARY MEMBRANE STRUCTURES

Tents and canopies used for occupancy and/or cooking operations are subject to a fire inspection.

Sources of Ignition: Smoking is prohibited in or around tents, canopies, and temporary membrane structures. "No Smoking" signs shall be clearly posted. Fireworks, open flames, and any other device that is capable of igniting combustible materials shall not be used in any area in or around tents, canopies, and temporary membrane structures as well as around any combustible material. **Propane heaters are not permitted inside any enclosed area.**

Applications for any tent, canopy, or temporary membrane structure shall include the following:

1. A site plan with the proposed location of the tent including measurements showing distances to surrounding buildings, and/or property lines. A minimum 20-foot separation and fire access is required.
2. Proposed floor plan of the tent, showing the location and number of exits, fire extinguishers, stages, seating arrangements, tables and, any other items.
3. Certificates of flame retardant shall be submitted with the application and should be the manufacturers' documentation attesting to the certification.
4. Any cooking and/or open flames.
5. Heaters and ventilation.
6. Items specific to the event should be included for review.

FMBFD MAY REQUEST APPLICANTS TO SUBMIT A LIFE SAFETY EVALUATION ALONG WITH A SPECIAL EVENT APPLICATION. Life Safety Evaluation:

1. Name of event, participants, and projected number of attendees.
2. Access and egress movement, including crowd density problems.
3. Medical emergency mitigation plan.
4. Fire hazards.
5. Permanent and temporary structural systems.
6. Severe weather mitigation plan.
7. Civil or other disturbances mitigation plan.
8. Mitigation plan for a hazardous material incident within or near the facility.
9. Relationships among facility management, event participants, emergency response agencies, and others that have a role in the events taking place in the facility.
10.

Please ensure that all items are addressed, any missing and/or incomplete evaluations will result in a delay and/or denial of the submitted application.

TENT INSPECTION CHECKLIST

☐	Fire extinguishers shall be provided by each vendor with a current state inspection tag from a licensed contractor. (Minimum size permitted is 2A:10BC). Operations conducting deep-frying shall have a K Class fire extinguisher with a current state inspection tag.
☐	Propane tanks shall be installed not less than 5 feet from tents, properly secured, and identified.
☐	"No Smoking" signs shall be clearly posted.
☐	Tents larger than 10x10 shall have the manufacturer's flame retardant tag affixed and visible.
☐	Cooking under tents will be permitted **ONLY** when a manufacturer's flame retardant tag is affixed to the tent, the tent is not enclosed (on any side), and only persons preparing food are permitted under the tent. Any size tent that fails to have the affixed flame retardant tag may not be used to cook under.
☐	Heavy duty grounded type only extension cords may be used. Wiring shall not be frayed, damaged, or spliced.
☐	Temporary lights or lamps may be used, but must be UL Listed. Wiring shall not be frayed, damaged, or spliced.
☐	Exit signs and/or emergency lights (if required) must be clearly visible.
☐	Occupant load sign (if required) must be clearly visible.
☐	Tents shall not obstruct any fire department access.

Please be advised that FMBFD inspects tents for the safety of all parties involved. These are minimum safety requirements and all parties must be in compliance.

HOT FOOD VENDOR REQUIREMENTS

The use of food booths or food trucks is regulated by FMBFD. These requirements shall apply to single vendors, freestanding booths, and food trucks. Cooking within tents containing seating is subject to additional requirements. All food vendors are subject to inspection prior to the start of the event. ***Failure to comply with the following regulations may result in closure until compliance is met.***

Flame Retardant Requirements: All sidewalls, drops, and tops of tents and canopies, shall be of flame resistant material or treated with a flame retardant application as recommended by the manufacturer.

Portable Fire Extinguishers: Each food booth shall have, at a minimum, one (1) – 2A:10BC fire extinguisher with a current state inspection tag from a licensed contractor. If there will be any deep fat frying or cooking that produces grease-laden vapors, a Class K fire extinguisher with a current state inspection tag from a licensed contractor, shall be provided in addition to the ABC type.

Vendor Location: Food booths shall have a clearance of at least 20 feet on two (2) sides. The booth shall not be located within 10 feet of any rides or devices. Cooking that produces sparks and/or grease-laden vapors shall not be conducted within 10 feet of a structure or combustible overhang.

Cooking Appliances: Any cooking appliance used shall be listed for its intended use.

1. Deep fat fryers are not permitted to be used under tents and shall be located at least 18 inches from the outside wall of the tent. If a fryer is to be used in conjunction with a Barbeque (BBQ), it shall be at least three (3) feet away from the BBQ. Use of fryers also requires a Class K fire extinguisher as outlined above.
2. BBQ's are not permitted to be used in food booths. In addition, any fuels are to be kept at least 10 feet away from any heat source. BBQ's that are in use shall be located at least 10 feet from a structure, combustible materials, and overhangs. BBQ's and other open flame devices located outside of a structure, shall be secured from falling and kept away from contact by the public.

Smoking: Smoking is prohibited at all times within food booths, or within 25 feet of any fuel source.

Generators: Generators shall be located a minimum of 20 feet from tents or canopies and isolated from the public by a means approved by the FMBFD.

1. Flammable liquid filled equipment shall not be used within temporary membrane structures, tents, or canopies.
2. Flammable and combustible liquids shall be stored outside and in approved/marked containers. Containers shall be located no less than 50 feet from temporary membrane structures, tents, or canopies.
3. Refueling shall be performed in an approved location not less than 20 feet from temporary membrane structures, tents, or canopies. **Refueling of hot generators is not permitted.**
4. A 2A:10BC fire extinguisher with a current state inspection tag is required for any operation with a generator.

Fuel: Fuel tanks (LPG) shall be stored outside of the structure. The tanks shall be secured (to prevent tipping) and located away from any public contact. The size of the tank is restricted to 25 pounds, unless prior approval is received from the FMBFD. Propane tanks, fittings, and hoses will be checked to ensure there are no leaks.



Special Event Permit Information

Event Details

Item	Information
Event Name	The Whale Anniversary Celebration
Location	The Whale, Place (parking lot + interior)
Date	Saturday, Date
Estimated Attendance	100–125 guests (staggered throughout the day)

The Whale Anniversary Celebration is a small-scale community gathering to celebrate another year of operation for The Whale on Fort Myers Beach. The event will include food and beverage service throughout the day, with live music by Rock Republic featured in the parking lot during the early evening. This is intended to be a relaxed, community-focused event for guests to enjoy the venue, socialize, and celebrate with live entertainment.

Event Schedule

Activity	Time
Setup	Morning (prior to 11:00 AM)
Event	11:00 AM – 9:00 PM

Activity	Time
Breakdown	Immediately following event

Live music will take place during early evening hours and conclude prior to the end of the event.

Entertainment

- Live music performance by Rock Republic (early evening)
- Amplified sound will be controlled and oriented toward the property
- Volume levels will be monitored throughout the performance

Site Plan / Layout

- Live music staged in the parking lot area
- Guests will be dispersed between outdoor and indoor spaces
- No street closures required
- Clear pathways maintained for pedestrian access and emergency access

Food & Beverage

- Food and beverages will be served through The Whale's existing licensed operations
- No outside vendors required
- There will be outside consumption on premises

Safety & Security

- Staff on-site to monitor guest flow and behavior
- Management present throughout the event
- Compliance with all local safety and and noise ordinances

Parking & Traffic

- Guests will utilize existing public and nearby parking
- No road closures or additional traffic control required

Neighbor Consideration Plan

- Event runs during daytime and early evening hours (11 AM – 9 PM)
- Live music limited to early evening timeframe
- Sound directed inward toward the property
- Volume monitored and adjusted as needed
- Event concludes by 9:00 PM

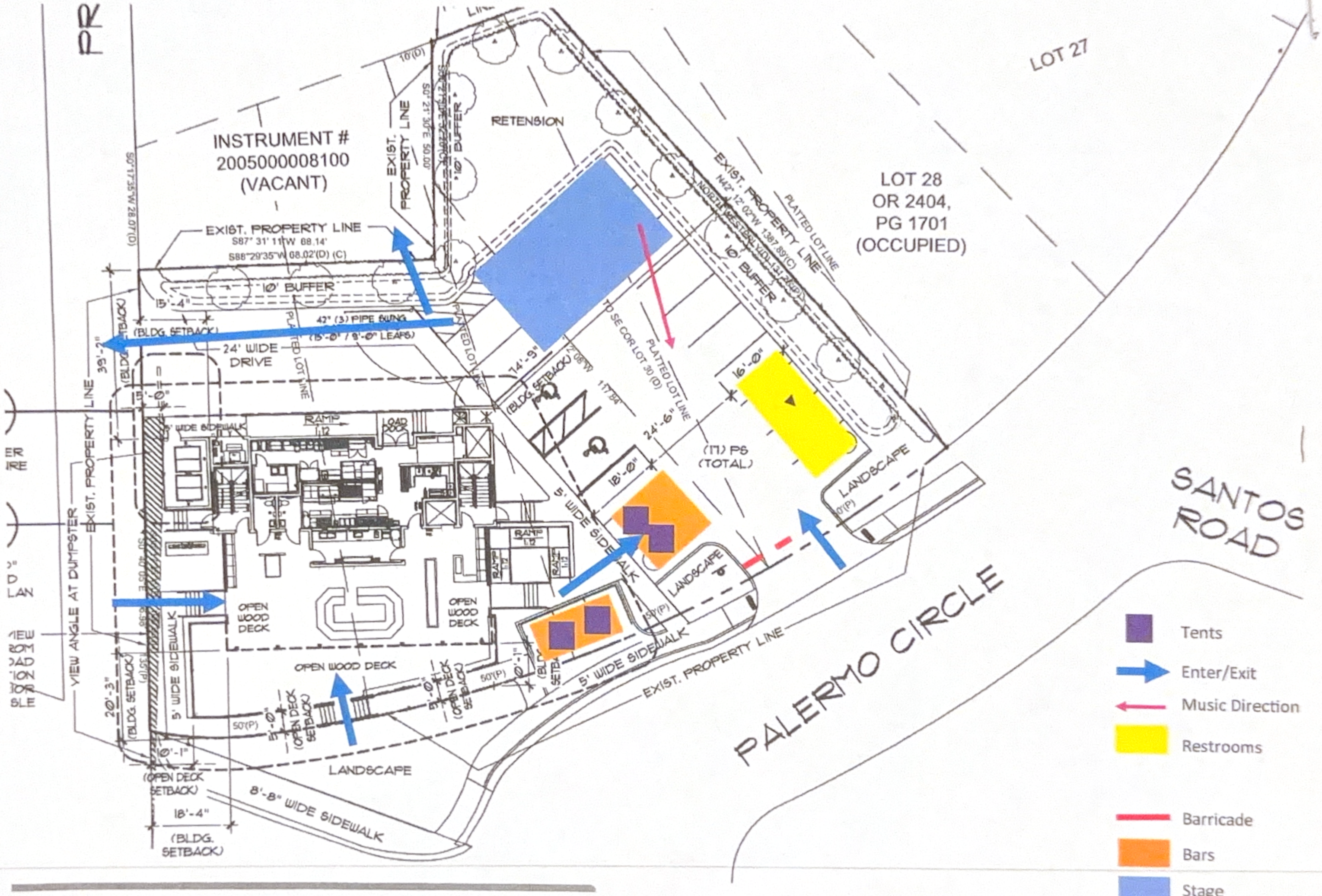
Cleanup Plan

- Staff will conduct full cleanup immediately following the event
- Trash and recycling handled through existing services
- Property returned to normal operating condition same day

Community Benefit Statement

This event supports local business activity and provides a positive, community-focused gathering for residents and visitors of Fort Myers Beach.

Whale Anniversary Site Plan 2026



Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-465**

1. **Request:**

Meeting Date: May 18, 2026

Council shall set budget hearing dates for September 2026.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Other	Joe Onzick, Finance Director

5. **Background:**

- Hold all hearings after 5:00 p.m., Monday – Friday, or anytime on Saturday. Do not hold hearings on Sunday (s. 200.065(2)(e)2., F.S.).
- The BOCC cannot schedule its hearings on days the school board has hearings scheduled. The school board has first priority of a hearing date and the BOCC has second (s. 200.065(2)(e)2., F.S.).
- No other taxing authority in the county can use for its public hearings the hearing dates the BCC and the school board have scheduled (s. 200.065(2)(e)2., F.S.).

Lee County School Board budget hearing dates are Tuesday, July 29, 2025, and Tuesday, September 9, 2025.
Lee County Board of County Commissioners budget hearing dates are Thursday, September 4, 2025, and Tuesday, September 16, 2025.

According to the Florida Department of Revenue Trim Compliance Workbook which presents the Trim Requirements found in Chapter 200, F.S., and Rule 12D-17, Florida Administrative Code (F.A.C.), and in accordance with Sections 11.02 and 11.03 of the Town Charter regarding the budget, the following time-line must be adhered to:

July 1st: Property Appraiser Delivers Certification of Taxable Value (Form DR-420) to the Town
July 15th: Town Manager Delivers Proposed Budget to Town Council
August 4th: Town must certify Maximum Millage Rate
September 3rd -18th: First (Tentative) Budget Hearing regarding Tentative Budget and Proposed Millage Rate must be held
September 4th - 26th: Advertise Second Budget Hearing to Adopt Final Budget and Final Millage Rate within 15 days after First (Tentative) Budget Hearing
September 6th–30th : Hold Second Budget Hearing within 2–5 days after the advertisement for the Second Budget Hearing
September 30th: Deadline for Adopting Final Budget and Millage Rate

Suggest holding Budget Hearings at 5:01 pm on Wednesday, September 9, 2026, and Wednesday, September 23, 2026, but any similar timeline that fits within the guidelines above may be chosen.

Given that the Town is only provided with an estimated taxable value at the beginning of June, it may be best to wait to determine the Maximum Millage Rate until after the Town receives the Certified Taxable Value from the Tax Appraiser on July 1st. Since the Maximum Millage Rate needs to be set on or before August 4th, the Town Council could choose to meet in July to vote

on the Maximum Millage Rate, or it could choose to wait until the deadline of August 4th, which would be one day after its first meeting in August.

Attachments:

Financial Impact:

6. **Alternative Action**
Set dates at either the June 1 or June 15 Council meeting.

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 5/6/2026
Joe Onzick, Finance Director	Approved - 5/8/2026
nancy stuparich, Town Attorney	Approved - 5/8/2026
Amy Baker, Town Clerk	Approved - 5/8/2026
William McKannay, Town Manager	Final Approval - 5/8/2026

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-513**

1. **Request:**

Meeting Date: May 18, 2026

Approval of Collections Management Policy for the Mound House

Why the action is necessary:

CELCAB has approved this policy which is now going to the Town Council for approval.

What the action accomplishes:

The adoption of the Collections Management Policy not only provides clear internal guidance for how collections are acquired, cared for, and used, but also demonstrates to the public that the museum is holding itself to a higher, nationally recognized standard.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Other	Karina Britez, Museum Manager, Jeff Hauge, Community Services Director

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5. **Background:**

The Collections Management Policy is one of the key documents expected of any professional museum. This policy ensures that our practices are clearly defined, consistent, and aligned with national best practices in collections care, documentation, and ethical stewardship. It helps ensure that the community's cultural resources are preserved and interpreted with care, integrity, and accountability for generations to come. The policy was formally presented and approved by CELCAB on November 20, 2025.

Attachments:

1. Collections Management Policy

Financial Impact:

N/A

6. **Alternative Action**

Do not approve the Collections Management Policy and provide staff direction.

7. **Management Recommendations:**

Approval of the Collections Management Policy

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison	Created/Initiated - 4/30/2026
Jeff Hauge, Community Services Director	Approved - 5/1/2026
Joe Onzick, Finance Director	Approved - 5/8/2026
nancy stuparich, Town Attorney	Approved - 5/8/2026
Amy Baker, Town Clerk	Approved - 5/8/2026
William McKannay, Town Manager	Final Approval - 5/8/2026

MOUND HOUSE

A CULTURAL AND ENVIRONMENTAL LEARNING EXPERIENCE

www.moundhouse.org
239-765-0865

Collections Management Policy

2025

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Glossary

Object- An artifact or artwork of historic, cultural, or artistic importance.

Acquisition- Any object acquired by the Museum.

Accession- The formal, documented process of accepting acquired objects into the permanent collection.

Deaccession- An Object that was at one time incorporated into the Museum's permanent collection but has been formally and legally removed from the collection. A deaccession may physically remain in the Museum's custody but does not need to be treated with the same priorities.

Disposal- The act of physically removing an object from the Museum's custody after it has been deaccessioned.

Unrestricted Gift- A donation to the Museum in which there are no limitations set upon the object regarding its use or exhibition.

Bequest- A gift from a deceased individual that passes to the Museum under the terms of that individual's will.

Loan- Objects from one collection that are entrusted into the care of the Museum or another institution for exhibition or research purposes.

- Outgoing Loans- Objects sent out from Mound House to another institution
- Incoming Loans- Objects brought into Mound House to support a thematic exhibition
- Loan Term Loans- Objects on loan for extended or indefinite period

Museum Registrar-A Museum professional responsible for implementing and overseeing policies and procedures that relate to the care, movement, and documentation of the collection and other cultural objects in the Museum's custody such as incoming loans and potential accessions.

Artifact Preservation Center- The converted collections storage room and archaeology lab located within the Mound House.

Mound House Mission:

To preserve, interpret, and share 2,000 years of cultural and environmental history of Fort Myers Beach and Southwest Florida.

Mound House Vision:

The Mound House experience encourages education, preservation, and enjoyment of our history, culture, and environment.

Mound House Statement of Purpose:

At Mound House, we preserve and shepherd the cultural resources of Fort Myers Beach, most notably the Estero Island Archaeological Site at Mound House, while interpreting the relationship between humans and nature in Southwest Florida.

Purpose of Collections Management Policy:

This Collections Management Policy is intended to document the basic policies, procedures, and practices that guide the development and care of the Town's collections consistent with the mission of Mound House and with professional museum standards. Detailed policies and procedures may be issued from time to time, further implementing this policy. Through the Collections Management Policy, Mound House shall ensure that:

- Its collections are accounted for and documented
- Its collections are protected, secure, cared for, and preserved
- Acquisition, disposal, and loan activities are conducted in a manner that conforms to Mound House's mission, complies with applicable law, and reflects the highest ethical standards
- Access to the collections in the Artifact Preservation Center, exhibit galleries, and access to collection information is permitted and appropriately regulated

Statement of Authority:

With the approval of this Collections Management Policy for Mound House by the Town Council of the Town of Fort Myers Beach, it will empower the Town Manager as the ultimate authority and grant responsibility over the Town's collection. The Town Manager may designate the Museum Manager to act on their behalf in the day-to-day operations and compliance of this policy to the Town's collections. The Town Manager's written approval will be needed for accessioning and deaccessioning objects owned by the Town.

Scope of the Collection:

We understand and recognize that through the process of colonization, genocide, and segregation that the tangible and intangible cultural heritage of the many descendant communities that once lived or live on Fort Myers Beach may have been lost, stolen, or exploited by individuals, businesses, governments, archaeologists, museums, and others. We collect objects that illustrate this multifaceted and complex story of Fort Myers Beach and Southwest Florida and use these objects to exhibit, educate, and make them available for research.

Categories of Collection:

- **Core Collection-** The Core Collection of Mound House are objects that tell the diverse and varied cultural and natural history of Fort Myers Beach including but not limiting objects from the Calusa, Spanish, Seminole, Latinx, and Anglo-American cultures that lived on or had a relationship to Fort Myers Beach.
- **Archival Collection-** The Archival Collection is usually made up of paper and other two-dimensional objects that inform, express, and represent the cultural or natural history of Fort Myers Beach. This collection can also include oral histories, PDFs, CDs, CD-ROMs, hard drives, or any other formats whereby information is recorded.
- **Research Collection-** The Research Collection is comprised of objects that are already represented in the Core Collection or well represented in the collections of other area institutions. These objects can be used in destructive sampling for research. These objects include but are not limited to unsorted midden material, soil samples, or artifacts that cannot be exhibited or used within the Education Collection.
- **Education Collection-** The Education Collection includes but is not limited to objects that are well represented in the Core Collection and can be used for outreach and educational purposes onsite, offsite, and online to further the Mound House's Mission and Vision.

Ethical Considerations

Acquisitions:

All acquisitions by Mound House and the Town of Fort Myers Beach shall be in accordance with the Mission of the Mound House and in preserving and sharing cultural and environmental history. Only objects that meet the Accession Criteria will be considered. These objects must build a spirit of community, science, and education among the residents of the Town of Fort Myers Beach and any affiliated descendant communities from sites managed by the Town, including but not limited to: the Seminole Tribe of Florida, Miccosukee Tribe of Indians of Florida, Seminole Nation of Oklahoma, and the Muscogee (Creek) Nation of Oklahoma.

Biological collections involving unnecessary harm to populations with limited numbers of individuals or of a tenuous existence shall not knowingly be made by staff.

Anthropological collections can offer an insight into past and current cultures that make Fort Myers Beach and Southwest Florida what they are today. Mound House will not accept, appraise, or hold in custody any human remains, or cultural objects associated with human remains, burials, or funerary services as defined by the descendant communities under the Native American Graves and Repatriation Act (NAGPRA). NAGPRA related objects or ancestors defined as belonging to or associated with the Calusa, Spanish Seminole, or any other indigenous peoples in the State of Florida will be repatriated to the appropriate descendant community. All aspects of collections dealing with Ancestral Seminole or objects that belonged to Seminole Ancestors will be handled and treated with the sensitivity and understanding that descendant communities act as the ultimate authority and have knowledge relating to their ancestors and ancestral objects.

Appraisal and Authentication of Acquisitions:

No member of the Mound House shall, in their official capacity, give appraisals of objects. The United States Internal Revenue Service prohibits appraisals from a recipient institution that is directly involved in the transaction Only appraisals from disinterested third parties are accepted. No member of Mound House shall knowingly appraise, identify, or otherwise authenticate natural history objects or cultural objects for other persons or agencies under circumstances that could encourage or benefit illegal, unethical, or irresponsible traffic in such objects. Identification and authentication may be given for professional or educational purposes and in compliance with the legitimate requests of professional or governmental bodies or their agencies.

Conflicts of Interest:

If a Mound House staff member, Cultural and Environmental Learning Center Advisory Board member, Mound House volunteer, Mound House intern, or Mound House contract worker were to maintain a private collection that falls within the Mound House mission or scope of collection, the temptation to have a potential object for themselves instead of the Mound House collection would be far too great. Due to this potential conflict of interest, Mound House staff, volunteers, and advisory board members are prohibited from actively building towards private collections that would fall within Mound House's scope of collections after the start date of their respective association with Mound House. Objects in private collections made before association with Mound House are exempt from the policy in this 'conflict of interest' section.

Temporary Custody

Mound House may take objects on a temporary basis for consideration of accessioning into the collection or research. These objects may be accepted by the Museum Manager or Museum Registrar on behalf of the Town of Fort Myers Beach. These objects will be kept in the custody of the Town but shall remain the property of the depositor. These objects will be held by the Town at the risk of the depositor and will not be insured by the Town for damage, destruction, loss, or theft.

Any property not accepted into the collection and not retrieved by the depositor within six months of being notified of the rejection will be subject to the provisions of Florida Statute 265.565 and may see their property seized by the Town after attempts by the Town in good faith to return the property to the depositor. The seized property will be automatically considered as an unconditional donation to the Town of Fort Myers Beach.

Acquisitions and Accessions

Acquisitions may be made by Gift, Bequest, Purchase, or Field Collection. Accessioning is the process in which an object is formally added to the collection of Mound House, either in research, education, exhibit, or other means under the rights and privileges legal ownership gives the Town of Fort Myers Beach. Only the majority of the Accessioning Committee made up of the Cultural and Environmental Learning Center Advisory Board can accession an object into the collection. After a majority vote of the Accessioning Committee to accession an object, the Museum Manager will submit the proposed accessioning to the Town Manager, who will then notify the Town Council of the intent to accession the object. If the Town Council votes in favor of the accessioning, the object will be accessioned into the collection. If the Town Manager or Town Council is against the accessioning, then the object remains in temporary custody and follows the process as outlined above in the Temporary Custody section of the Collections Management Policy.

Accession Criteria:

- The object(s) meets and fulfills the Collection Policies of Mound House
- The object(s) follows and fulfills the Mound House Mission without reasonable doubt
- The object(s) has/have immediate needs for research, education, or exhibition
- The object(s) can be maintained and preserved with existing resources
- The object(s) will not place an undue financial burden on the Town of Fort Myers Beach
- The object(s) has/have a clear provenance and all legal claimants to the object(s) have deeded the object(s) to the Town of Fort Myers Beach
- All required legal documents including but not limited to the Deed of Gift are complete and accurate

- The object(s) are not associated with human remains or burials as described by the Native American Graves Protection and Repatriation Act (NAGPRA) of 1990
- The object(s) would not reduce the Town's or Mound House's good standing with the public trust, nor damage the Town's or Mound House's relationship with the Seminole Tribe of Florida, the Miccosukee Tribe of Indians of Florida, the Seminole Nation of Oklahoma, the Muscogee (Creek) Nation of Oklahoma, or other relevant stakeholders

Gifts:

Mound House welcomes donations that support its mission and enhance its collections. All gifts are subject to the review and approval of the Accessioning Committee and the ultimate approval of the Town Council to ensure alignment with the Mound House's collecting scope, ethical standards, and long-term stewardship capabilities.

1. *Legal Transfer and Deed of Gift*
   All gifts must be accompanied by a signed and dated Deed of Gift, which acts as the legal method of transferring full and unrestricted ownership of the object(s) to Mound House. The donor must affirm that they hold clear title to the item(s) and that the item(s) are free of restrictions
2. *Unrestricted Donations*
   Mound House does not accept conditional or restricted gifts. Donors may not impose any limitations on the use, display, interpretation, storage, or potential future deaccessioning of the donated object. Acceptance of a gift does not guarantee permanent exhibition or display.
3. *Accession Numbers and Documentation*
   Upon receipt of the signed Deed of Gift and formal acceptance of the donation, the Museum Registrar will assign a unique accession number to each object. This number will be used in all documentation, records, and labeling. The object will be then cataloged and entered into the collections management system.
4. *Right to Decline*
   Mound House reserves the right to decline any offered gift if it does not meet collections criteria, if it duplicates existing holdings, or if Mound House lacks the resources to properly care for the object(s). Mound House may also decline gifts that pose potential legal, ethical, or environmental concerns.
5. *Donor Recognition*
   Mound House may acknowledge donors in publications, on labels, or through other means, but such recognition does not grant any rights of control or influence over the donated item(s). Donors preferring anonymity will be honored when communicated in writing.
6. *Use of Materials*

Mound House retains the right to photograph, reproduce, or otherwise utilize the donated object(s) for educational, research, publication, promotional, or exhibition purposes in both print and digital format.

Purchases:
Mound House may obtain objects through purchase to enhance and diversify its collection in alignment with its mission. All purchases are subject to the same evaluation as any acquisition as outlined in the criteria above. Funding sources to purchase new objects could include grants, sale of deaccessioned objects, donations, or designated acquisition funds.

Bequests:
Bequests are gifts from a deceased estate that passes to an institution under the terms of the deceased's will. As evidence of a transfer of title, a copy of the provision of the will that concerns this gift must be given to Mound House. Mound House has a right to decline the bequest if it does not meet the acquisition criteria listed above. If accepted by the Accessioning Committee, the Museum Registrar will acknowledge the bequest in writing, expressing gratitude and outlining the intended use of the object(s).

Deaccession and Disposal

Deaccession is the administrative process used to formally remove an object from the collection. Disposal is the process of removing an object from the Town's ownership and thus removing the Town from being liable for the care of the object. Only an accessioned object qualifies for deaccessioning. Mound House retains the right to deaccession and dispose of donated objects(s) that meet the Deaccession Criteria.

Deaccession Criteria:

- The object in question no longer follows, fulfills, or meets the requirements set forth in the Accession Criteria.
- The object in question no longer follows the Mission of Mound House without reasonable doubt.
- The object is now redundant as there is another object in the collection that is a better representation of the period, culture, or environment, and/or in better condition.
- The object now possesses the potential to harm the collection, Town staff, volunteers, visitors, or the public.
- The object was originally accessioned under false, misleading, fabricated, misunderstood, or wrongly assumed value to the Mound House and the Town.
- The cost to care for the object due to its condition, size, material, use of traditional medicines, restoration, or conservation does not meet or exceed the value of the object to the Mission of Mound House.

- The object has caused or will cause damage to the Mound House's or Town's public trust and/or has damaged the relationship with the Seminole Tribe of Florida, Miccosukee Tribe of Indians of Florida, Seminole Nation of Oklahoma, Muscogee (Creek) Nation of Oklahoma, or other relevant stakeholders.
- The object or ancestor needs to be repatriated to the associated descendant community as stated under the Native American Graves Protection and Repatriation Act (NAGPRA) of 1990.

Deaccessioning can be proposed to the Accessioning Committee by any of its present members or by Town staff. Deaccessioning is decided by a majority vote of the Accessioning Committee made up by the members of the Cultural and Environmental Learning Center Advisory Board. After a majority vote of the Accessioning Committee to deaccession the object, the Accessioning Committee must then vote on the method of disposal. Any member of the Accessioning Committee may motion for a method of disposal. A simple majority vote will decide the disposal method. The Museum Manager will then submit the proposed deaccessioning and the disposal plan to the Town Manager for their signature. If the Town Manager signs in favor of the deaccessioning and the disposal plan, they will notify the Town Council who will either accept or reject the deaccessioning and disposal plan. If approved by the Town Council, the object will be deaccessioned and then the Museum Manager will follow the deaccessioning and disposal plan to dispose of the object. If the Town Manager does not sign the deaccession and disposal plan, or if the Town Council votes against the deaccession and disposal plan, then the object remains accessioned and must be resubmitted to the deaccession process as stated above.

Disposal:

Disposal of the object must meet the guidelines as set forth by the American Alliance of Museums and other industry best practices. Disposal can be done through the following methods:

- **Sale-** The object may be sold but only to a museum, university, non-profit, or organization in the public trust. The object cannot be sold to a private individual or outside of the public trust. The funds from this sale are restricted and can only be used to purchase items for the collections at Mound House or in the maintenance and care of the existing collection.
- **Destruction-** The object, due to poor conditions and/or risk to health and safety may be destroyed through witnessed destruction by both the Museum Manager and the Director of Public Works. The object must be destroyed in such a manner that it cannot be sold, donated, or used by or accessible to another person or entity after disposal.
- **Repatriation/Reinternment-** The object or ancestor may be repatriated to the affiliated descendant community as described in NAGPRA in the manner the affiliated descendant community wishes. This may include reinternment on Town property if deemed

necessary by the descendant community which will mean the object or ancestor has been repatriated, too, by this process.

Records

The table below entails the duties and responsibilities of the Museum Registrar regarding record keeping with the assistance of the Museum Manager.

Record Name	Description	Accompanying Documents
Entry Records	A record of an object entering and being accepted by Mound House staff to be documented on paper and digitally stored on the hard drive of the Museum Registrar and the SharePoint Drive for the Town of Fort Myers Beach.	-Temporary Custody Form with depositor name, address, phone number, email, printed name, signature, depositor preference for disposition, item description, staff signatures. - Temporary Custody # on object and documents -Location details of where the object is located within the APC and when. -Insurance and liability documents (if applicable)
Accession/Deaccession Records	A record of an object's accessioning process and status on paper and digitally stored on the hard drive of the Museum Registrar and the SharePoint Drive for the Town of Fort Myers Beach. Deaccession records shall be kept in perpetuity.	-Deed of Gift and any other associated documents that transfer all title, rights, and claims to the Town of Fort Myers Beach -Status of accession and which criteria of the Accessioning Criteria the object meets -Accession # if accepted by Accessioning Committee - Accession Committee Minutes regarding the accessioning or deaccessioning of the object -Accession number placed on or attached to object -Deaccession form with disposal plan
Catalog Record	A record of the location(s) and movement of the object in the APC and to/from Mound House, on paper, cataloging	-Accompanying documents to explain the rational for the movement which includes but is not limited to: excavation records,

	database, and digitally stored on the hard drive of the Museum Registrar and the SharePoint Drive for the Town of Fort Myers Beach.	exhibition records, loan records, conservation records, and research records -List of all locations of the object from the time of creation of the Temporary Custody form to Deaccessioning Records.
Loan Records	A record of all materials relating to the loaning of the object to and from another institution on paper, in the cataloging database, and digitally stored on the hard drive of the Museum Registrar and the SharePoint Drive for the Town of Fort Myers Beach.	-Copy of the Loan Agreement made with the Borrower institution -All location information of a borrowed object -All location information of a loaned object -Insurance and liability forms -Condition reports associated with the object during movements to and from Mound House
Research Records	A record of the object(s) uses during research on paper, in the cataloging database, and digitally stored on the hard drive of the Museum Registrar and SharePoint Drive for the Town of Fort Myers Beach.	-A copy of the Loan Agreements with the lending institution -Deaccessioning Records if applicable -A list of researchers' contact information including name, date of loan or date of research visit to Mound House, email, address, phone number -Detailed description of the purpose of the research and any details about if the object was altered in any way -An updated Condition Report if needed

Inventory

Prior to the addition of the Museum Registrar, the Town of Fort Myers Beach nor Mound House have ever had a managed collection, an existing inventory, nor a Collections Management System. To address these issues and to ensure a practice of regular inventory to reduce potential theft and/or hard to locate collection items, a new inventory must be created. The Museum

Registrar will be responsible for the implementation and completion of the inventory with the assistance of the Museum Manager. A baseline inventory will be created on either an Excel spreadsheet or the Collection Management System per the decision of the Museum Registrar.

A complete inventory shall include but not be limited to:

- One single inventory with objects assigned accession numbers
- All objects have secure labels with their corresponding accession number
- A condition report of the object
- Relevant tags/classification information is listed
- All data stored in the Collections Management System if applicable
- Stored as a copy:
    - Saved on the Town's Cloud SharePoint
    - Saved on the hard drive of the Museum Registrar's work computer
    - Saved on an external hard drive stored at the offsite collection
    - Printed out on cardstock and stored inside Mound House office
    - Filed with the Town Clerk at Town Hall
    - Inside each staff's Emergency Pockets to be kept at their private residences

To ensure an accurate inventory, the Museum Registrar will start a rolling inventory on a five-year rotating schedule.

- Each year, the Museum Registrar will inventory 20% of the collection so by the end of the fifth year, 100% of the inventory will be reviewed.
- This will be done yearly before August 1st, and the Museum Registrar will complete 20% of the inventory check before September 30th of each year. The Museum Manager or other assigned staff will assist in reviewing the inventory.
- An inventory review will include ensuring that the accession number on the object correctly corresponds to the accession number in the inventory and will also ensure the location information listed in the inventory is correct.

If an object is not found in the correct location, then a full review of the collection will be done immediately by the Museum Registrar and Museum Manager. Other staff will assist if needed. If after a full review of the Artifact Preservation Center, off-site storage facility, museum exhibits, Mound House office, Town Hall, other Town owned/rented properties, as well as a review of any outgoing loans, then the Museum Registrar and Museum Manager will contact the Director of Culture, Parks, and Recreation about theft. A police report will be filed by the Museum Manager and the Director of Culture, Parks, and Recreation with Lee County Sheriff's Office on the theft within 24 hours of a full search of all properties and records have been completed.

Insurance

The Town is self-insured as a government entity, but the collections at Mound House are not included in this policy at this time. Incoming loans and outgoing loans will not be insured. When an insurance policy is obtained, all records will be maintained by the Museum Registrar and recorded within the Collections Management System, on digital spreadsheets, and as a hard copy. All insurance matters will be approved by the Museum Manager and the Museum Registrar.

Loans

On behalf of the Town Manager, Mound House Museum shall be able to accept, make, deny, transport, and facilitate incoming loans and outgoing loans of objects between the Town of Fort Myers Beach and other institutions in good faith.

- Incoming Loans- Defined as objects that are owned by another public institution that is being loaned to the Town for the benefit of the public and the Mound House mission. All incoming loans need to have an expiration date of less than three years from the start date of the object entering the custody of the Town. Before one month of the expiration date, the lending institution must retrieve their object from the Town or renew the loan with the Town. Only one renewal is allowed for the time not to exceed three years per lending institution. Incoming loans can only be accepted by the Museum Registrar, or the Museum Manager. Incoming loans can only be made to publicly exhibit or display objects for at least half the time the Mound House Museum is open to the public.

- Outgoing Loans- Defined as objects that are owned by the Town that are being loaned to another public institution for the benefit of the public and the Mound House mission. Loans to private individuals, corporations, or organizations not in the public trust are not permitted. All outgoing loans need to have an expiration date of less than five years from the start date of the object entering the custody of borrowing institution. Six months before the expiration day of the outgoing loan, the Museum Registrar and Museum Manager must make tangible plans for the retrieval or renewal of the outgoing loan. Only one renewal is permitted and is not to exceed five years. Outgoing loans can only be approved by the Museum Registrar or the Museum Manager. Requests for outgoing loans must be made in writing by the requesting borrowing institution to the Museum Registrar at least six months in advance of the desired start of the loan. Outgoing loans can only be made to publicly exhibit or display objects for at least half the time the borrowing institution is open to the public.

Access to Collection

Town collections shall be accessible to Town Staff, researchers from public and private organizations, independent researchers, culturally affiliated tribal members, and the public. All access requests must be made in writing to the Museum Registrar or Museum Manager at least two weeks prior to the week requested for access, with detailed instructions as to the purpose and scope of the access visit.

Below are the possible restrictions to accessing the collection:

a) Access shall be limited to Monday to Saturday from 9:00am- 4:00pm.
b) Access shall be made available only after the member(s) of the visiting party has signed a visitor log with the Museum Registrar or Museum Manager and provided proper identification verifying their identity.
c) Access to objects may be limited due to the object's size, condition, location, ceremonial designation, sensitivity, and value. Artifacts deemed very high value or fragility by the Museum Registrar or Museum Manager shall not be moved.
d) In rare instances, access to culturally ceremonial objects shall be made available to cultural descendants in compliance with consultation with the designated tribe under the Native American Graves Protection and Repatriation Act.
e) Access to any object may be restricted based on Mound House staff availability.
f) Non-Mound House staff in off-site storage areas and/or Artifact Preservation Center must be accompanied by Museum Registrar or Museum Manager.
g) No food, drinks, gum, or tobacco products may be consumed in the off-site storage areas, exhibit areas, or the Artifact Preservation Center unless approved by the Museum Registrar or Museum Manager for the use and application of traditional medicines by vetted traditional healers.
h) Pencils, laptops, mobile phones, and tablets are allowed as note-taking tools while viewing an artifact in the off-site storage areas, Artifact Preservation Center, and in the exhibition areas.
i) In cases where handling objects is required and permitted, gloves will be supplied by the museum and are to be worn except when handling archival materials.

j) Visitors may use photography or video recording to record images of objects within the collections, however, permission to photograph an artifact is not an authorization to publish material.

k) The Museum Registrar and Museum Manager must plan to allow approved visitors with access to the collection an accessible space to research, photograph, examine, worship, or engage with the object(s).

l) Most collection catalogs, accession records, and archival records shall be treated as public information. Restrictions apply to donor contact information, names of donors who desire anonymity as part of the contribution process, current valuation research and appraisals for gifts, artifact location information, or artifacts which are deemed culturally sensitive by the Museum Registrar or Museum Manager in consultation with the relevant descendent communities. Permission to access materials is not an authorization to publish material. Reproduction of records shall be done only by a Mound House staff member.

m) Mound House staff strive to make its collection digitally accessible and will make all proper efforts to publish digital records of the collection along with images on the Mound House website. Restrictions apply to donor contact information, names of donors who desire anonymity as part of the contribution process, current valuation research and appraisals for gifts, artifact location information, or artifacts which are deemed culturally sensitive by the Museum Registrar or Museum Manager in consultation with the relevant descendent communities.

n) When objects are digitized and published, the Museum Registrar will make every effort in good faith to design access to the digital collection with principles of universal design with consultation with members of the public.

Security

To uphold Mound House's commitment to the preservation and protection of its collections, all objects on loan or part of the permanent collection that are not currently on display will be securely housed in the Artifact Preservation Center (APC). This facility was designed to provide a controlled environment, safeguarding the collections from potential risks such as theft, damage, or environmental factors. The Artifact Preservation Center shall remain locked at all times to ensure the security of the collections.

To mitigate access-related risks and establish clear accountability, the primary key to the Artifact Preservation Center will be held exclusively by the Museum Registrar. A spare key will be

maintained in a secure location within the museum office for emergencies. All individuals entering the Artifact Preservation Center will be required to sign in upon arrival and sign out upon departure in a log book maintained by the Museum Registrar. Visitors are required to state the purpose of their visit in the log book.

Collections Care

The Town shall uphold the current best standards of collections care which will be based on current best museum practices. Care will also include a focus on respect for the sovereignty of the respective indigenous tribes with relevant cultural items within the collection.

The Museum Manager will ultimately be responsible for the upholding of these best practices with assistance from the Museum Registrar. These standards of care will be applied to all Town staff and volunteers who may be granted access to the collection through delegation by the Museum Registrar. The Museum Registrar will manage the day-to-day operations to provide the best care for the collection items and the cultural heritage of the landscape of the Mound House or other cultural properties owned or leased by the Town.

The Museum Registrar will host yearly trainings with relevant volunteers and Town staff within the Culture, Parks, and Recreation Department and those frequently working at Town cultural properties such as the Public Works staff on best practices of care for the collection, historic structures, and the cultural landscape. This will include reviewing inventory, security, handling, lighting, climate conditions, digging, planting, construction, food and drink, integrated pest management, and emergency preparedness. The Museum Registrar will also schedule at least yearly checks of the HVAC, and Fire Suppression Systems within Mound House and other properties where collections are held by the Town. The Museum Registrar will ensure that Town Neighborhood Services, Lee County Sheriff's Department, and the Fort Myers Beach Fire Department have access to Mound House and other cultural properties owned or leased by the Town through the electronic access keys or physical keys and be shown entrances to the Mound House Museum, Kayak Shed, Office, Underground Museum and other cultural properties owned or leased by the Town.

Environment

Given Florida's high temperatures and humidity levels, maintaining optimal environmental conditions in the Artifact Preservation Center is crucial for the preservation of the collections. The recommended temperature range for the APC is 60-68 degrees Fahrenheit and relative humidity (RH) should be maintained between 45 and 55% with fluctuations kept to a minimum to prevent damage to significant materials. To achieve these conditions, the Museum Registrar will implement the use of dehumidifiers in addition to the air conditioning system. Both systems will be regularly monitored by the Museum Registrar using temperature and humidity instruments to ensure consistent performance and will be logged to track any environmental

changes over time. The museum will also utilize appropriate storage materials to further protect the collections. Acid-free boxes, archival-quality folders, and silica gel packets will be employed to buffer against humidity fluctuations and provide additional protection.

Landscape Care:

Being an archaeological site, Mound House (Estero Island Site 8LL4) requires oversight by a Registered Public Archaeologist (RPA) for any work that requires the digging or removal of more than 6 inches of soil depth. This includes planting, tree/stump removal, sidewalk replacement, light installation, trenching, road work, construction, and other similar activities. The Museum Registrar will facilitate the presence of a Registered Professional Archaeologist to oversee the above work. For events, the Museum Registrar will communicate these restrictions to relevant vendors, volunteers, and Town Staff at least two weeks prior to the event. This also includes other areas of the Town's ownership or custody that may be deemed as archaeologically significant.

Digital Assets Care

The Museum Registrar will coordinate with the Education Coordinators, the Museum Development Coordinator, and the Museum Manager to ensure that digital assets such as photographs of objects, collection data, donor data, and other related information stored digitally are universally available for all departments, as deemed appropriate by the Museum Manager, and that there is no contradictory metadata related to these digital assets. This will be done in a yearly review by the Museum Registrar. The Museum Registrar will work with the Town of Fort Myers Beach's IT System Administrator to ensure that the above is also true with other Town departments.

Copyright

The Museum Registrar will ensure that all images used for exhibits, interpretations, social media, marketing, development, and all other activities performed by Mound House are owned or licensed under copyright law by the Town. It will be assumed that an object's copyright will not be owned or licensed by the Town of Fort Myers Beach if the object is not owned by the Town. If needed, the Museum Registrar will coordinate with the Town Attorney in obtaining reproduction rights to these objects if they are to be reproduced or used in museum exhibits or products.

Collection Information

The Town will strive to uphold a standardized definition and terminology of collection objects. The Museum Registrar will ensure compliance and standard usage of terminology in line with Museum Nomenclature in consultation with tribes or descendants of relevant objects. This

consultation will also include the preference of tribes regarding access and storage of data about individuals, objects, and communities. The Museum Registrar will be responsible for the creation, evaluation, and editing of said terminologies and preferences in a Collections Manual to be used by Mound House staff in education, exhibitions, marketing, and collections.

Metadata Creation: In the creation of metadata related to objects, the Museum Registrar may source descriptive metadata (including terminology and definitions) from professionally trusted Linked Open Data sources such as, but not limited to: The Getty Vocabularies, Virtual International Authority File, Library of Congress, and Nomenclature for Museums. The Museum Registrar will be responsible for the implementation of these criteria.

Types of data to be collected by staff and stored:

Type of Data	**Donor Data**	**Object Data**	**Maker/Artist Data**
Full Name	Yes	Yes	Yes
Race/Ethnicity	Donor preference	Yes	Yes
Sexuality/Gender Identity/Pronouns	Donor Preference	Yes	Yes
Geographic Origin	Donor Preference	Yes	Yes
Address/Location	Yes	Yes	No
Phone Number	Yes	N/A	No
Culture	Donor Preference	Yes	With Consent
Time Period	N/A	Yes	N/A
Clan	Donor Preference	Tribal Preference	If self-disclosed

Types of data that can be accessible to the public:

Type of Data	**Donor Data**	**Object Data**	**Maker/Artist Data**
Full Name	Yes	Yes	Yes
Race/Ethnicity	No	Yes	Yes

Sexuality/Gender Identity/ Pronouns	No	Yes	With Consent
Geographic Origin	No	Yes	Yes
Address/Location	No	Yes	No
Phone Number	No	N/A	No
Culture	No	Yes	Yes
Time Period	N/A	Yes	N/A
Clan	No	Tribal Preference	With Consent

Monitoring, Revising, and Compliance

To ensure the effective stewardship of the museum's collections, the Museum Registrar and Museum Manager will be responsible for overseeing the implementation of this policy. This includes conducting regular assessments to verify adherence to the established procedures and standards.

Because the museum field standards are evolving, this Collections Management Policy will be reviewed and updated every five years. The review process will be conducted by the Museum Manager and Museum Registrar who will then present the updates and necessary changes to the Accession Committee and then the Town Council for approval. Once approved, all staff members will be alerted to the changes and training will be provided to ensure understanding and compliance.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-524**

1. **Request:**

Meeting Date: May 18, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND RESTATING THE TOWN'S 2011 DONATION POLICY; PROVIDING FOR DISCRETIONARY GUIDELINES TO NAME TOWN RESOURCES, FACILITIES, EVENTS OR PROGRAMS WHEN ASSOCIATED WITH A FINANCIAL DONATION; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

Will provide for greater procedural consistency when donations are made to the Town.

What the action accomplishes:

Enhances transparency when unsolicited funds are presented to the Town.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	nancy stuparich, Town Attorney

5. **Background:**

The Town Council and its Advisory Committees are periodically asked to accept monetary or in-kind donations for Town projects and events. At the February 5, 2026, Management and Planning public meeting, the Town Council reviewed the Town's existing donation policy approved in 2011. Two features highlighted during the discussion of the existing policy were the amount of a donation which could be accepted by the Town Manager ($10,000) without Town Council involvement and a gift giving catalog, which contained a wish list of things needed by various department in the Town. During the discussion, the need for public recognition of the donation, documentation and consideration of any financial burden (one-time or ongoing) on the Town and whether the Town should accept donations with restrictions. Direction was given to the Town Attorney to draft an amendment to affirmatively state that any solicitation of funds or goods would not in any manner influence any decision to be made by the Town staff, Manager or Council. The Town Manager indicated he would bring any significant donations to the Town Council's attention during a public meeting even if below the $10,000 limit. Lastly, any donation that was also seeking name recognition could only be approved by the Town Council.

Attachments:

1. NS Final 26-102, Resolution Amending and Restating Town's Donation Policy
2. FMB 2011 Donation Policy

Financial Impact:

Positive

6. **Alternative Action**

Make no changes to the current 2011 donation policy.

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

nancy stuparich, Town Attorney	Created/Initiated - 5/7/2026
nancy stuparich, Town Attorney	Approved - 5/10/2026
Joe Onzick, Finance Director	Approved - 5/11/2026
Amy Baker, Town Clerk	Approved - 5/12/2026
William McKannay, Town Manager	Final Approval - 5/12/2026

RESOLUTION NUMBER 26-102

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND RESTATING THE TOWN'S 2011 DONATION POLICY; PROVIDING GUIDELINES TO NAME TOWN RESOURCES, FACILITIES, EVENTS OR PROGRAMS WHEN ASSOCIATED WITH A FINANCIAL DONATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach ("Town") empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town of Fort Myers Beach recognizes the benefit of private donations from individuals, community groups and businesses to fund new and existing facilities, services, projects, programs and activities for the benefit of the Town and its residents; and

WHEREAS, it is an acceptable and appropriate practice to accept donations to enhance Town programs, services and facilities to maintain a high level of service to the public and name Town resources, facilities, events or programs associated with significant financial contribution; and

WHEREAS, it is desirable and sound practice to have procedures in place for the acceptance and administration of donations for public purposes in a transparent and ethical manner; and

WHEREAS, at its February 5, 2026 Management and Planning public meeting, the Town Council revisited its existing donation policy, discussed naming rights for large financial donations and provided direction consistent with the changes reflected in Exhibit A; and

WHEREAS, adoption of this Resolution is in the best interest of the residents of the Town of Fort Myers Beach.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. The above recitals are true and correct and are hereby incorporated herein as the findings of the Town Council.

Section 2. The Amended and Restated Donation Policy provides for a uniform procedure for the acceptance and administration of private donations for public projects or purposes, a copy of which is attached as Exhibit A, is hereby approved.

Section 3. This Resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

The foregoing Resolution was adopted by the Town Council upon a motion by _____ and seconded by _____, and upon being put to a roll call vote, the result was as follows:

Dan Allers, Mayor	____
Scott Safford, Vice Mayor	____
John R. King, Council Member	____
Rebecca Link, Council Member	____
John McLean, Council Member	____

ADOPTED this ____ day of _____ 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Vose Law Firm, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

EXHIBIT A

Town of Fort Myers Beach
Amended and Restated Donations Policy and Procedures

Section 1. Purpose. The purpose of this policy is to establish procedures for the acceptance of donations to the Town, Advisory Committees/Commissions and specific Town departments. A uniform set of procedures shall be followed in acceptance of all donations and proper approval shall be obtained prior to acceptance. All cash, equipment, in-kind services, materials and sponsorships donated to the Town or Town departments shall be accounted for in accordance with the procedures set forth in this policy.

Section 2. Policy. The Town Manager is hereby delegated the authority to accept or reject offers of donations of money, equipment and in-kind contributions or sponsorships to Town Departments or the Town in general where the fair market value is $10,000 or less. Donated money will be expended for general purposes within the department or for purposes as specified by the donor. Donations of equipment will be considered based on program outcomes, department goals and needs. Each donation will be evaluated for usefulness and potential cost of replacement and/or rental rates. In-kind contributions and sponsorships for specific events will be treated in the same manner as donated funds. All donations shall be acknowledged in writing by the Town Manager with a statement that the acceptance of the donation is not in exchange for any past, present or future action by the Town staff, Town Manager or Town Council. The Town Manager has discretion to publicly recognize donations under $10,000 at a Town Council public meeting.

Notwithstanding the foregoing, at the Town Manager's discretion, the Town may set up donation boxes for cash donations for specific Town programs, projects or events without the need for a written acknowledgement of receipt. Any cash donation boxes shall be located in a secured area with collection of donated funds on an as needed basis.

For monetary, equipment and in-kind contributions or sponsorships where the values exceeds $10,000, a report to the Town Council will be prepared by the Town Manager or staff outlining the purpose of each donation and the advantages and disadvantages of accepting the gift. For monetary donations, the report will state whether the gift is a one-time contribution for a specific purpose or a contribution where the principal could be invested and the interest used to support all or part of a special project or program for a number of years. Town Council will decide, on a case by case basis, if money or a gift should be accepted or rejected.

Members of any Committee, Commission or Agency appointed by the Town Council shall through their Chairs seek permission from Town Council prior to engaging in any solicitation of donated funds or goods for the sole use and for the benefit of the Town, and upon receipt of any donated funds or goods immediately notify the Town Manager, who shall administer the donation and report to the Town Council in accordance with this approved policy.

~~The Town staff may produce and distribute *"Your Gift Giving Catalogue for Fort Myers Beach"* or similar publications which outline opportunities and procedures for donating money or specific~~

~~items in honor or recognition of a person, organization, or event. The catalogue and/or similar publications may be placed on the Town's website and distributed within the community.~~

Section 3. Definitions.

A. Gift or Donation. For purposes of this policy, the terms "gift" and "donation" may be a monetary contribution and/or equipment, in-kind goods or services, or sponsorships which a Town department or the Town has accepted and for which the donor has not received any consideration, goods or services in return.

Section 4. Donations to the Town.

A. Responsibility. Once donations are accepted by the Town Manager, responsibility for management of the donation shall lie with the appropriate department as designated by the Town Manager. All donations that exceed $10,000 must be approved by the Town Council.

B. Accounting. The Finance Department has established and will maintain a separate donation account. All monetary donations shall be deposited into that account.

C. Accepting Unsolicited Donations. Unsolicited donations shall be accepted only if they have a valid use to the Town as determined by staff and the Town Manager.

Conditions for accepting/rejecting donations. Staff shall work with the donor to assure that any restrictions imposed on the donation are reasonable and do not leave the donor with unrealistic expectations regarding the donation. The following are criteria which may be considered in determining if a donation is appropriate for acceptance:

1. Is the use of the item or money for a designated purchase consistent with existing Town policy, program outcomes and department/Town goals?

2. Do restrictions upon the use of the item or funds make it practical to accept the items or funds?

3. Do restrictions on disposal or retention of the item or funds make it practical to accept?

4. Is required accounting for the item or funds excessively difficult?

5. Would equipment require extensive repair or maintenance, and if so, is maintenance support available and reasonable?

6. Does use of equipment or materials require the purchase of additional items in order to be useful?

7. Does acceptance of funds, equipment or in-kind services or materials present a conflict of interest for any ~~the~~ Town Council Member or Town ~~its~~ employees? Regardless of the value of the donation, if the donor is a contractor, potential contractor or there is any reason to believe there may be a conflict of interest, then the Town Manager will determine if the gift should be accepted, rejected or submitted to Council for approval. Gifts to individual employees are strictly prohibited by the Town's Personnel Manual.

8. Will the donation result in an increase to the Town's budget?

Section 5. Procedures.

A. Gifts valued at $10,000 or less.

1. A donation receipt form will be completed when donations are received, with the form completed by Town staff. The donor shall retain a copy, the director shall be sent a copy and a copy will be sent to Finance.

2. The donor, *not staff,* must determine the fair market value on the gift.

3. The Town Manger will acknowledge each gift by letter, thanking the donor for the gift.

B. Gifts valued at more than $10,000.

1. All gifts valued at more than $10,000 as determined by the donor require Town Council approval. Subsequent to Council's acceptance, procedures for acceptance of gifts in excess of $10,000 shall be the same as those in *Section A* above.

Section 6. Naming Rights.

The Town Council may in its sole discretion create naming rights for public resources, facilities, events or programs when requested by a donor. Consideration may be given to the amount of the financial contribution as well as one or more of the following: a) public service as an elected official, b) public service as a community volunteer, or c) long term sponsorship agreements. The amount of financial donation may include (1) a donation of 50 percent or more of the value of the property; (2) 50 percent or more of the cost is contributed for acquisition, development, maintenance or continuing operation of the named resource, facility, event or program; (3) a significant contribution of time and public service has been made by the person or organization to the enhancement or betterment of the quality of life in the community and/or was instrumental in acquiring, developing or maintaining a park, public property or Town owned facility.

Significant contribution will be measured by the impact a single contribution makes toward the successful conclusion or continuing operation of the facility to be named. Depending on the impact, the naming could be for the entire facility or some portion (i.e., a room). Individuals and organizations that have made significant contributions to a particular area or neighborhood may

be considered for the naming of facilities that serve these areas or neighborhoods within the Town, including recreational and other amenities within parks or public facilities. Projects not budgeted for, and for which other funding is not designated, may require a 100% contribution in order to be implemented and a naming opportunity considered. Flexibility and discretion is encouraged with this policy.

Because the decision to grant naming rights remains subject to the Town Council's sole discretion, under unique circumstances, Town Council may waive these procedural guidelines and take action in the best interest of the Town.

General Donations

Fort Myers Beach Townwide
Bay Oaks Recreation Center
Mound House
Newton Park
Shorelife and Bayside
Island Streetscape
Estero Island Historic Structures
Special Events
Times Square

Programs and Activities

Indoor Play Equipment	Bay Oaks Recreational Campus
Outdoor Play Equipment	Bay Oaks Recreational Campus
After School Programs	Bay Oaks Recreational Campus
Teen Programs	Bay Oaks Recreational Campus
Leagues, Camps and sports clinics	Bay Oaks Recreational Campus
Community Pool	Bay Oaks Recreational Campus
Recreation Special Events and Tournaments	Bay Oaks Recreational Campus
Fitness classes	Bay Oaks Recreational Campus
Senior program	Bay Oaks Recreational Campus

Landscape and maintenance

Bocce Court Maintenance	Newton Park
Landscape Donation	Mound House
Landscape Donation	Newton Park
Beach *Access* maintenance	Shore Life and Bayside
Trash removal	Shore Life and Bayside

Equipment and materials

Training Equipment	Newton Park
Plaque Donation	Estero Island Historic Structures
Educational Equipment	Mound House
Kayak Equipment	Mound House

Specific items:

Acrylic Donation Box with Pedestal @$275 - 2 needed	Mound House
Indoor Carpeted Area Rug· @ $170 - 2 needed	Mound House
Museum Stool@$175 - 50 needed	Mound House
1950's era refrigerator@ $300 -1 needed	Newton Park
32" LCD HDTV/DVD combo@$545 -1 needed	Newton Park
Body solid G10B biangular home gym@ $2,525 -1 needed	Bay Oaks Recreational Campus
Caliphone voicesaver compact portable sound system SW@ $105 • 5 needed	Mound House
Classic iPod @ $250 - 1 needed	Bay Oaks Recreational Campus
Customizable Bocce Scoreboards @ $206 - 2 needed	Newton Park
DVit Smart board Overlay @ market - 1 needed	Newton Park
GE chest freezer@ $325 • 1 needed	Bay Oaks Recreational Campus
Mayday emergency whistles for kayak life vests @ $5 - 40	Bay Oaks Recreational Campus
Nordic track commercial 1750 treadmill @$2,099 - 2 needed	Bay Oaks Recreational Campus
Nordic track commercial VR exercise bike @ $1,299 -1 needed	Bay Oaks Recreational Campus
Nordic track elite 9.1 elliptical machine@ $1,999 - 2 needed	Bay Oaks Recreational Campus
Nordic track GX2 exercise bike@ $400 • 1 needed	Bay Oaks Recreational Campus
Pedestrian cross walk sign· Estero Blvd @ $350 - several needed	Streets and Public Works
Regulation volleyball standards & net system $2,300 - 1 needed	Bay Oaks Recreational Campus
Reusable table covers with skirting@ $12 - 30 needed	Bay Oaks Recreational Campus
Single Post Picnic Tables 2 seats @$1,182- 4 needed	Mound House
Single Post Picnic Tables 3 seats @$1,401- 4 needed	Mound House
Sony cybershot digital camera @ $260 • 1 needed	Bay Oaks Recreational Campus
Used 8 passenger electric golf cart-@ $3,950 - 1 needed	Mound House

Town of Fort Myers Beach
Agenda Item Summary Blue Sheet Number: **2011-126**

1. Requested Motion: **Meeting Date: Nov. 7, 2011**

Approve the *Donation Policy and Procedures* effective November 8, 2011

Why the action is necessary:

This action will implement a comprehensive donation policy which also establishes procedures and accounting requirements for any donations received.

What the action accomplishes:

This policy provides for a consistent method of receiving donations. It provides a reasonable level of assurance that any gift received will benefit the Town. The policy also provides a method to recognize donors for their contributions.

2. Agenda:

__ Consent
X Administrative

3. Requirement/Purpose:

Resolution
_ Ordinance
_ Other

4. Submitter of Information:

_ Council
_X Town Staff
_ Town Attorney

5. Background:

Individuals make donations to communities for a variety of reasons. Often donors will make a contribution because they want to make a difference. From time to time, family members make donations to a community to honor a family member or treasured friend. As a result of numerous donations to the Town in recent years, it became necessary to develop a consistent policy to address what types of gifts will be accepted, how they will be used and how they will be accounted for. The policy attached addresses those issues.

Attachments: Donations Policy and Procedures
Gift Giving Catalogue for Fort Myers Beach – Volume 1; Fall 2011 *(revised)*
Summary list of items in Volume 1

6. Alternative Action:

Reject or revise policy

7. Management Recommendations:

Approve *Donations Policy and Procedures*

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk

9. Council Action:

_ Approved _ Denied _Deferred _Other

Town of Fort Myers Beach
Donations Policy and Procedures

Section 1. Purpose. The purpose of this policy is to establish procedures for the acceptance of donations to the Town and specific Town departments. A uniform set of procedures shall be followed in acceptance of all donations and proper approval shall be obtained prior to acceptance. All cash, equipment, in-kind services, materials and sponsorships donated to the Town or Town departments shall be accounted for in accordance with the procedures set forth in this policy.

Section 2. Policy. The Town Manager is hereby delegated the authority to accept or reject offers of donations of money, equipment and in-kind contributions or sponsorships to Town Departments or the Town in general where the fair market value is $10,000 or less. Donated money will be expended for general purposes within the department or for purposes as specified by the donor. Donations of equipment will be considered based on program outcomes, department goals and needs. Each donation will be evaluated for usefulness and potential cost of replacement and/or rental rates. In-kind contributions and sponsorships for specific events will be treated in the same manner as donated funds.

For monetary, equipment and in-kind contributions or sponsorships where the values exceeds $10,000, a report to the Town Council will be prepared by staff outlining the purpose of each donation and the advantages and disadvantages of accepting the gift. For monetary donations, the report will state whether the gift is a one-time contribution for a specific purpose or a contribution where the principal could be invested and the interest used to support all or part of a special project or program for a number of years. Council will decide, on a case by case basis, if money or a gift should be accepted or rejected.

The Town staff may produce and distribute "*Your Gift Giving Catalogue for Fort Myers Beach*" or similar publications which outline opportunities and procedures for donating money or specific items in honor or recognition of a person, organization, or event. The catalogue and/or similar publications may be placed on the Town's website and distributed within the community.

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Section 4. Donations to the Town.

A. Responsibility. Once donations are accepted by the Town Manager, responsibility for management of the donation shall lie with the appropriate department as designated by the Town Manager. All donations that exceed $10,000 must be approved by the Town Council.

B. Accounting. The Finance Department has established and will maintain a separate donation account. All monetary donations shall be deposited into that account.

C. Accepting Unsolicited Donations. Unsolicited donations shall be accepted only if they have a valid use to the Town as determined by staff and the Town Manager.

1. Donors who wish to give a gift which is not specific to any department may give a gift to the Town in general. The Town Manager, in the exercise of his discretion, will determine if such gifts should go to a specific department or to the general Town donation fund.

2. If the item is of no use to the Town or would be more effectively used elsewhere, the donor will be informed, as soon as possible, and referred to an appropriate agency by the Town Manager.

3. Proof of Ownership. If there is any question as to the legal owner of the donated item, proof of ownership may be required.

4. Restrictions. Donors shall be encouraged to place minimal restrictions on donated items or funds, thus allowing the Town as much flexibility as possible in determining the best use of the item(s) or funds.

D. Conditions for accepting/rejecting donations. Staff shall work with the donor to assure that restrictions are reasonable and do not leave the donor with unrealistic expectations regarding the donation. The following are criteria which may be considered in determining if a donation is appropriate for acceptance:

1. Is the use of the item or money for a designated purchase consistent with existing Town policy, program outcomes and department/Town goals?

2. Do restrictions upon the use of the item or funds make it practical to accept the items or funds?

3. Do restrictions on disposal or retention of the item or funds make it practical to accept?

4. Is required accounting for the item or funds excessively difficult?

5. Would equipment require extensive repair or maintenance, and if so, is maintenance support available and reasonable?

6. Does use of equipment or materials require the purchase of additional items in order to be useful?

7. Does acceptance of funds, equipment or in-kind services or materials present a conflict of interest for the Town or its employees? Regardless of the value of the donation, if the donor is a contractor, potential contractor or there is any reason to believe there may be a conflict of interest, then the Town Manager will determine if the gift should be accepted, rejected or submitted to Council for approval. Gifts to individual employees are strictly prohibited by the Town's Personnel Manual.

8. Will the donation result in an increase to the Town's budget?

Section 5. Procedures.

A. Gifts valued at $10,000 or less.

1. A donation receipt form will be completed when donations are received, with the form completed by Town staff. The donor shall retain a copy, the director shall be sent a copy and a copy will be sent to Finance.

2. The donor, *not staff*, must determine the fair market value on the gift.

3. The Town Manager will acknowledge each gift by letter, thanking the donor for the gift.

B. Gifts valued at more than $10,000.

1. All gifts valued at more than $10,000 as determined by the donor require Town Council approval. Subsequent to Council's acceptance, procedures for acceptance of gifts in excess of $10,000 shall be the same as those in *Section A* above.

Town of Fort Myers Beach - Gift Giving Catalogue
Items listed in Volume 1 - Fall, 2011

General Donations

Fort Myers Beach Townwide
Bay Oaks Recreation Center
Mound House
Newton Park
Shorelife and Bayside
Island Streetscape
Estero Island Historic Structures
Special Events
Times Square

Programs and Activities

Indoor Play Equipment	Bay Oaks Recreational Campus
Outdoor Play Equipment	Bay Oaks Recreational Campus
After School Programs	Bay Oaks Recreational Campus
Teen Programs	Bay Oaks Recreational Campus
Leagues, Camps and sports clinics	Bay Oaks Recreational Campus
Community Pool	Bay Oaks Recreational Campus
Recreation Special Events and Tournaments	Bay Oaks Recreational Campus
Fitness classes	Bay Oaks Recreational Campus
Senior program	Bay Oaks Recreational Campus

Landscape and maintenance

Bocce Court Maintenance	Newton Park
Landscape Donation	Mound House
Landscape Donation	Newton Park
Beach Access maintenance	Shore Life and Bayside
Trash removal	Shore Life and Bayside

Equipment and materials

Training Equipment	Newton Park
Plaque Donation	Estero Island Historic Structures
Educational Equipment	Mound House
Kayak Equipment	Mound House

Specific items:

Acrylic Donation Box with Pedestal @$275 – 2 needed	Mound House
Indoor Carpeted Area Rug - @ $170 – 2 needed	Mound House
Museum Stool @ $175 – 50 needed	Mound House
1950's era refrigerator @ $300 – 1 needed	Newton Park
32" LCD HDTV/DVD combo @ $545 – 1 needed	Newton Park
Body solid G10B biangular home gym @ $2,525 - 1 needed	Bay Oaks Recreational Campus
Caliphone voicesaver compact portable sound system 5W @ $105 - 5 needed	Mound House
Classic iPod @ $250 - 1 needed	Bay Oaks Recreational Campus
Customizable Bocce Scoreboards @ $206 – 2 needed	Newton Park
DVit Smart board Overlay @ market – 1 needed	Newton Park
GE chest freezer @ $325 - 1 needed	Bay Oaks Recreational Campus
Mayday emergency whistles for kayak life vests @ $5 - 40	Bay Oaks Recreational Campus
Nordic track commercial 1750 treadmill @$2,099 - 2 needed	Bay Oaks Recreational Campus
Nordic track commercial VR exercise bike @ $1,299 - 1 needed	Bay Oaks Recreational Campus
Nordic track elite 9.1 elliptical machine @ $1,999 - 2 needed	Bay Oaks Recreational Campus
Nordic track GX2 exercise bike @ $400 - 1 needed	Bay Oaks Recreational Campus
Pedestrian cross walk sign - Estero Blvd @ $350 - several needed	Streets and Public Works
Regulation volleyball standards & net system $2,300 - 1 needed	Bay Oaks Recreational Campus
Reusable table covers with skirting @ $12 - 30 needed	Bay Oaks Recreational Campus
Single Post Picnic Tables 2 seats @$1,182– 4 needed	Mound House
Single Post Picnic Tables 3 seats @$1,401– 4 needed	Mound House
Sony cybershot digital camera @ $260 - 1 needed	Bay Oaks Recreational Campus
Used 8 passenger electric golf cart - @ $3,950 – 1 needed	Mound House

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-515**

1. **Request:**

Meeting Date: May 18, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AN AGREEMENT BETWEEN THE TOWN AND JR EVANS ENGINEERING, P.A. UNDER RFQ-25-17-AD FOR THE FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES NEWTON PARK BEACH FACILITY RECONSTRUCTION PROJECT IN A NOT-TO-EXCEED AMOUNT OF $497,750; AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

In order to utilize grant funding received through the CDBG-DR program, the Town must secure an engineering/design firm for the Newton project through the RFQ process.

What the action accomplishes:

Allows the Mayor to execute a negotiated agreement with this firm if authorized.

2. **Agenda:**
ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**
Resolution

4. **Submitter of Information:**
Jeff Hauge, Community Services Director, Conor Nally, Contracts & Procurement Manager

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5. **Background:**

From the Request for Qualifications: ***The Town of Fort Myers Beach (the "Town") seeks qualifications from professional Landscape Architecture and design firms to provide comprehensive design, permitting, and construction-phase engineering and inspection (CEI) services for the Parks and Recreation Revitalization Project. This project, funded in part through Community Development Block Grant Disaster Recovery (CDBG-DR) funds, aims to restore, improve, and modernize public recreation facilities that were severely impacted by Hurricane Ian. The firm selected will provide professional services for the Redevelopment of the Newton Park Beach Facility.***

The successful firm must have experience in post-disaster infrastructure restoration, flood mitigation planning, resilient and sustainable design, and compliance with federal procurement and CDBG-DR regulations.

Through this solicitation, the Town seeks an experienced, engineering, and design firm to provide comprehensive professional services that align with FEMA flood mitigation guidelines, CDBG-DR program requirements, and sustainable development best practices. The project will not only restore these vital community assets but also integrate resilient infrastructure solutions to protect against future climate-related threats.

Pursuant to Sec. 2-480(h)(1) of the Town's Code of Ordinances and the Consultant's Competitive Negotiation Act (CCNA), contracts for professional services consisting of Architecture, Professional Engineering, Landscape Architecture or Registered Land Surveying must be competitively negotiated in accordance with the requirements of Section 287.055 F.S. within statutory thresholds. In addition, the Town competitively bids for other professional services as further described below.

The Town re-solicited this project under RFQ-25-17-AD, with responses due in October 2025 and

the Town receiving four responses from Chen Moore and Associates, EnSite, Inc., Kimley-Horn and Associates Inc., and JR Evans Engineering P.A..

In accordance with the Town of Fort Myers Beach Purchasing Ordinance 26-06, Sec 2-480 (14) the Selection Advisory Committee (SAC) consisting of a minimum of three members, may be established for the purpose of evaluating bids submitted to the Town. All members of the SAC are prohibited from speaking, answering questions or having contact with any potential bidder. The SAC will review the bid and response materials prior to the SAC meeting. The committee evaluates each firm's qualifications based on past experience, express understanding of the project and proposed method of handling the project and any other criteria included for evaluation.

The Town's SAC, consisting of the Deputy Town Manager, Community Services Director, and Community Development Director, was established for the purpose of evaluating the Request for Qualifications proposals received by the Town, and met on the 13th day of November 2025 to evaluate each firm's qualifications. At the noticed public meeting, the firms were publicly evaluated based upon the established criteria within the Request for Qualifications document, and the SAC short-listed three firms were then invited for a public interview and discussion, which occurred on February 11, 2026, in which the Selection Advisory Committee announced and deemed an ordered list of JR Evans Engineering P.A., Kimley-Horn and Associates, and Chen Moore and Associates to be the most responsive and qualified to perform the required services after their evaluation as a recommendation to the Town Manager. The SAC also held a meeting on December 18th to clarify the interview process in preparation of their interview meeting.

The Town Manager, after reviewing the SAC recommendation, forwarded this to the Town Council for consideration during a regularly scheduled meeting. The Town Council reviewed the rankings and qualifications of the firms and voted to accept the rankings by the Town Manager. The Town Council also direct the Town Manager or designee to initiate negotiations with the top ranked firm JR Evans Engineering, P.A. and after negotiations and Lee County approval of the draft agreement, the agreement is now going before the Town Council for final approval.

Attachments:
1. 26-096, Approving RFQ-25-17-AD Agreement with JR Evans Engineering for Newton Design
2. 25-17-AD JR Evans Contract
3. JR EvansAuthorization_to_Contract_2026_KL v2 Appvd

Financial Impact:
Payment for these services of a not-to-exceed amount of $497,750 will be funded by a U. S Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Program.
Responders are required to comply with all Federal Grant Requirements, 2 CFR part 200 and 24 CFR part 570, terms, conditions, and specifications.

6. **Alternative Action**
Do not accept the contract draft and potentially rebid the solicitation.

7. **Management Recommendations:**
Accept the recommendation and authorize the Mayor to execute an agreement with the firm.

8. **Recommended Approval:**
Conor Nally, Contracts & Procurement Manager Created/Initiated - 4/30/2026

Conor Nally, Contracts & Procurement Manager	Approved - 5/11/2026
Jeff Hauge, Community Services Director	Approved - 5/11/2026
Joe Onzick, Finance Director	Approved - 5/11/2026
nancy stuparich, Town Attorney	Approved - 5/11/2026
Amy Baker, Town Clerk	Approved - 5/12/2026
William McKannay, Town Manager	Final Approval - 5/12/2026

RESOLUTION NUMBER 26-096

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AN AGREEMENT BETWEEN THE TOWN AND JR EVANS ENGINEERING, P.A. UNDER RFQ-25-17-AD FOR THE FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES NEWTON PARK BEACH FACILITY RECONSTRUCTION PROJECT IN A NOT-TO-EXCEED AMOUNT OF $497,75000; AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach ("Town") empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town Council approved Resolution 26-037 on March 2, 2026 which accepted the ranking and determination of JR Evans Engineering, P.A. as qualified and responsive pursuant to a competitive procurement process in compliance with state law and Town Code, RFQ-25-17-AD entitled "Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction" Project and authorized the Town Manager to enter into negotiations with the firm; and

WHEREAS, the Town Manager with designated staff have conducted negotiations as authorized by the Town Council with JR Evans Engineering, P.A. to create a draft agreement and approval of the draft agreement was received by the Town's grant oversight partners at Lee County; and

WHEREAS, pursuant to the Town's procurement policies within Ordinance 26-06, the negotiated contract is now before the Town Council for approval; and

WHEREAS, it is in the best interest of the Town to approve the contract for the project to JR Evans Engineering, P.A and execute the agreement as soon as possible.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true, correct, incorporated herein by this reference, and adopted as the legislative and administrative findings of the Town Council.

Section 2. The Town Council hereby approves the agreement attached as Exhibit A with JR Evans Engineering, P.A and authorizes the Mayor to sign the agreement

Section 3. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was adopted by the Town Council upon a motion by _____ and seconded by _____, and upon being put to a roll call vote, the result was as follows:

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
John McLean, Council Member	___

ADOPTED this 18th day of May 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of _____ 2026.

AGREEMENT FOR
FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES
NEWTON PARK BEACH FACILITY RECONSTRUCTION

THIS AGREEMENT is made and entered into this _____ day of _____ 2026 by and between the Town of Fort Myers Beach, Florida, a municipality of the State of Florida, whose address is 6231 Estero Blvd, Fort Myers Beach, Florida 33931 ("Town"), and JR Evans Engineering, P.A. ("Consultant"), whose address is 9961 Interstate Commerce Drive, Suite 230, Fort Myers, FL 33913.

WHEREAS, the Town desires the Consultant to provide and perform services as further described hereinafter concerning the Public Facilities Infrastructure Program ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the Town's competitive solicitation process (RFQ 25-17-AD) as provided in Purchasing Ordinance 26-06, and applicable Florida law; and

WHEREAS, funding in part or in whole shall be provided by a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) Program, which requires the Consultant to comply with Federal Grant Requirements, found in 2 CFR part 200 and 24 CFR part 570, terms, conditions, and specifications; and

WHEREAS, the Subrecipient Agreement for Community Development Block Grant – Disaster Recovery (CDBG-DR) Program funding for the Project between the Town and Lee County requires completion of all work under this Agreement no later than December 31, 2028; and

WHEREAS, approval of this agreement is in the best interest of health, safety and welfare to the residents of Fort Myers Beach.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree as follows:

I. PRODUCTS AND SERVICES

The Consultant agrees to diligently provide all products and services for the Project in accordance with Exhibit A (Scope of Services), attached hereto and incorporated herein, and in accordance with the performance milestones and deliverables set forth in Exhibit B (Project Schedule and Performance Milestones). Additionally, Consultant shall provide such services in compliance with all Federal terms, conditions, provisions, certifications, affidavits, and alike, as set forth in Exhibit F, Federal Supplemental Conditions and Exhibit G, Florida Statutory Requirements, attached hereto and incorporated herein, which shall be inclusive of the original Solicitation with Consultant's executed proposal documents, grant funding provisions, and addenda. Consultant shall comply strictly with all of the terms and conditions of Solicitation No. RFQ-25-17-AD, as modified by its addendum

or addenda, copies of which are on file with the Town's Clerk and are deemed incorporated into this Agreement. Only those portions of the Solicitation and Consultant's submittal that are specifically incorporated into Exhibit A shall be binding upon the parties. In the event of a conflict between the Solicitation or Consultant's submittal and the terms of this Agreement, the terms of this Agreement shall control.

II. TERM AND DELIVERY

A. This Agreement shall commence on the Effective Date and shall continue until completion and delivery of the Project. The Effective Date shall be the date on which the last Party executes this Agreement.

B. The Project shall be delivered in accordance with Exhibit B (Project Schedule and Performance Milestones), attached hereto and incorporated herein. The schedule shall commence on the date identified in the Notice to Proceed issued to the Consultant by the Town. The Consultant shall complete all deliverables in accordance with the milestone schedule set forth in Exhibit B. Completion of services shall be based on delivery and acceptance of the required deliverables. All work must be completed by the completion date identified in the Notice to Proceed.

III. COMPENSATION AND PAYMENT

A. The Town shall pay the Consultant in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit C (Fee Schedule), attached hereto and incorporated herein. The total compensation payable under this Agreement shall not exceed $497,750, unless modified by written amendment. This amount represents the maximum compensation for all services performed under this Agreement and shall be all inclusive of costs necessary to provide all products and services as outlined herein, and as supported by the Consultant's submittal in response to the Solicitation, a copy of which is on file with the Town's Department of Procurement Management and is deemed incorporated into this Agreement.

B. Notwithstanding the preceding, Consultant shall not make any deliveries or perform any services under this Agreement until receipt of a Notice to Proceed. Town reserves the right to amend, reduce, or cancel the authorization in its sole discretion.

C. All funds for payment by the Town under this Agreement are subject to the availability of an annual appropriation for this purpose by the Town. In the event of non-appropriation of funds by the Town for the services provided under this Agreement, the Town will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Consultant on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the Town shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

A. The Town shall pay the Consultant in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Consultant's invoice and written approval of same by the Town indicating that the products and services have been provided in conformity with this Agreement. Payment shall be made based on completion and written acceptance of deliverables as set forth in Exhibit B and Exhibit C. The Town shall not be obligated to pay for services that have not been completed and accepted.

B. The Consultant shall submit an invoice for payment to the Town on a monthly basis (unless another payment schedule is provided in Exhibit C) for those specific products and services as described in Exhibit A, and the corresponding fees as described in Exhibit C, that were completed and accepted during that invoicing period.

C. As may be specified in Exhibit C, progress payments shall be paid monthly in proportion to the percentage of deliverables completed and accepted on those specific line items as approved in writing by the Town.

V. ADDITIONAL PURCHASES

A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Consultant and the Town.

B. If the Town requires the Consultant to perform additional services or provide additional product(s) related to this Agreement, then the Consultant shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The Town shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

   Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Consultant, the Consultant shall not be entitled to additional compensation.

VI. LIABILITY OF CONSULTANT

A. The Consultant shall save, defend, indemnify and hold harmless the Town from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Consultant arising out of or in any way connected with the Consultant or subcontractor’s performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. CONSULTANT'S INSURANCE

A. Consultant shall procure and maintain insurance as specified in Exhibit D Insurance Requirements, attached hereto and made a part of this Agreement.

B. Consultant shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit D. These requirements, as well as the Town's review or acceptance of insurance maintained by Consultant, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by Town. To the extent multiple insurance coverages and/or Town's self-insured retention may apply, any and all insurance coverage purchased by Consultant and its subcontractors identifying the Town as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE CONSULTANT

A. The Consultant shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by Town, supply a comparable replacement product or service.

B. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

C. The Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Consultant specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1) keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the services required under this Agreement;

2) upon request from the Town, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

4) meet all requirements for retaining public records and transfer, at no cost to the Town, all public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Town in a format that is compatible with the information technology system of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TOWN HALL
6231 ESTERO BLVD
FORT MYERS BEACH, FL. 33931
(239) 765-0202
FMBPUBLICRECORDS@FMBGOV.COM

E. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Consultant is not an employee, agent or servant of the Town and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees of the Town. The Consultant shall be solely responsible for providing benefits and insurance to its employees.

F. The Consultant shall comply with the requirements of the CDBG-DR Supplemental Conditions attached hereto and incorporated herein as Exhibit F; the requirements of the Certifications CDBG-DR Compliance Provisions attached hereto as Exhibit G; and the requirements of the CDBG-DR Special Terms and Conditions attached hereto as Exhibit H.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the Town upon acceptance by the Town.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

A. The Consultant shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

B. The personnel assigned by the Consultant to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the Town and Consultant. If the Consultant's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the Town's written approval before said changes or substitution can become effective.

C. The Consultant specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties. The Consultant acknowledges that time is of the essence due to funding and program requirements associated with the CDBG-DR Program.

D. The Consultant shall complete each milestone deliverable identified in Exhibit B in accordance with the corresponding due dates set forth therein (the “due dates”). Failure to achieve any milestone deliverable by its applicable due date, without an approved written extension from the Town, shall constitute a delay in performance.

   The parties acknowledge that damages resulting from such delays are difficult to ascertain. Accordingly, the Consultant shall be liable for liquidated damages in the amount of $500 per calendar day for each day of unexcused delay beyond the applicable due date for each milestone deliverable not timely completed.

   The parties agree that this amount represents a reasonable estimate of damages and is not a penalty. The Consultant shall not be liable for delays beyond its reasonable control, provided that the Consultant submits a timely request for a Change Order to the Town seeking an extension of the applicable due date.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Consultant shall promptly comply with all applicable federal, state, Town and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Consultant shall conduct no activity or provide any service that is

unlawful or offensive.

XII. CONTRACT TERMINATION

A. MATERIAL BREACH A Consultant may be Terminated for Cause by the Town for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Consultant failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Consultant failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Consultant becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Consultant becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Consultant's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Consultant or any of the Consultant's property and such appointment endangers the Consultant's proper performance hereunder; 6. A determination that the Consultant is in violation of federal, state, or local laws or regulations and that such determination renders the Consultant unable to perform any aspect of the Agreement.

B. OPPORTUNITY TO CURE In the event that Consultant fails to perform a contractual requirement or materially breaches any term or condition, the Town may issue a written cure notice. The Consultant may have a period of time in which to cure. The Town is not required to allow the Consultant to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the Town. Time allowed for cure shall not diminish or eliminate Consultant's liability for damages, or otherwise affect any other remedies available against Consultant under the Agreement or by law. If the breach remains after Consultant has been provided the opportunity to cure, the Town may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Consultant from receiving future solicitations or other opportunities; 6. Require Consultant to reimburse the Town for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

C. TERMINATION FOR CAUSE In the event the Town determines that the Consultant has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Town has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the Town, the Town shall notify the Consultant in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Town, or if such corrective action is deemed by the Town to be insufficient, the Agreement may be terminated. The Town reserves the right to withhold further payments, or prohibit the Consultant from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the

Consultant or a decision by the Town to terminate the Agreement. In the event of termination, the Town shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Consultant shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Consultant was not in material breach; or (2) failure to perform was outside of Consultant's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the Town provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

D. TERMINATION FOR CONVENIENCE Except as otherwise provided in this Agreement, the Town may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Consultant. If this Agreement is so terminated, the Town shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the Town prior to the effective date of Agreement termination. The Town shall have no other obligation whatsoever to the Consultant for such termination.

E. The Town reserves the right to require Consultant to repay amounts previously paid by the Town to the Consultant due to untimely completion of services, inadequate completion of services, or lack of completion of services and the Consultant shall comply with such demand within 60 days.

F. The Town's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Consultant's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the

exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

E. Unless otherwise agreed in writing, the Consultant shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The Town may, at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such an order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the Town. The Town may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XII.

In the event the Town does not direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the Town does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. CONSULTANT WARRANTY

A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit C) and of the most suitable grade for the purpose intended.

B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Consultant shall pick up the product from the Town at no expense to the Town. The Town reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Consultant shall refund to the Town any money which has been paid for same.

XVI. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties

and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The following listed documents, are attached hereto and are acknowledged, understood, and agreed to be an integral part of this Agreement:

(1) EXHIBIT "A" entitled "Scope of Work"

(2) EXHIBIT "B" entitled "Project Schedule"

(3) EXHIBIT "C" entitled "Fee Schedule"

(4) EXHIBIT "D" entitled "Insurance" (Containing copies of applicable Certificates of Insurance)

(5) EXHIBIT "E" entitled "Consultant's Associated Sub Consultant(s) and Subcontractor(s)"

(6) EXHIBIT "F" entitled "Federal Supplemental Conditions"

(7) EXHIBIT "G" entitled "Florida Statutory Requirements"

(8) EXHIBIT "H" entitled "Certification and Affidavit Forms"

C. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Consultant may assign its rights if given written authorization by the Town and claims for the money due or to become due to the Consultant from the Town under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the Town. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the Town.

D. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

E. The failure of the Town to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

F. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

G. Neither the Town's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

I. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by the Town. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or a Town recognized holiday, the deadline will then fall to the next Monday or non-Town recognized holiday.

J. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Consultant's Representative		Town's Representative	
Name:	Elizabeth Fountain	Name:	William McKannay
Title:	Senior Vice President	Title:	Town Manager
Address:	9961 Interstate Commerce Dr, Ste 230, Fort Myers, FL 33913	Address:	6231 Estero Blvd Fort Myers Beach, FL 33931
Telephone:	239-405-9148	Telephone:	239-765-0202
Email:	elizabeth@jreeng.com	Email:	will.mckannay@fmbgov.com

K. Any change in the Town's or the Consultant's Representative will be promptly communicated by the party making the change.

L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

M. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

N. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Federal Supplemental Conditions (CDBG-DR / 2 CFR 200 / HUD)
2. State (Florida Statutes)
3. Agreement
4. Exhibits
5. Solicitation
6. Proposal

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CONTRACTOR:
JR Evans Engineering, P.A.

by 
Elizabeth Fountain
This item has been digitally signed by Elizabeth A. Fountain, PE on the date adjacent to the signature.
2026.05.05 09:48:22-04'00'

Elizabeth Fountain, as its Senior Vice President and authorized agent

Date: May 5, 2026

CONTRACTOR'S WITNESS:

Amanda Meyers
Digitally signed by Amanda Meyers
Date: 2026.05.05 09:54:56 -04'00'

Printed Name: Amanda Meyers
Date: May 5, 2026

TOWN OF FORT MYERS BEACH, a Florida municipal corporation

DAN ALLERS, MAYOR

ATTEST:

(Seal)

AMY BAKER, TOWN CLERK

Date signed by TOWN: _____

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A
SCOPE OF WORK

Following this page (containing 8 pages)

EXHIBIT A – SCOPE OF WORK
NEWTON PARK BEACH FACILITY RECONSTRUCTION PROJECT

I. Project Coordination and Meetings

1. Attend agency meetings prior to DO, FDEP, Lee County LDO and ROW permit submittal.
2. Attend meetings throughout the project's duration with Client, project team, and agencies.
3. Coordinate with sub-consultants to manage tasks, schedule, deliverables, and milestones.
4. Attendance at Town Council meetings to provide milestone updates on project, presenting finalized Master Site Plan, as requested and coordinated with Town staff.
5. Provide overall contract and project management services.

II. Survey Services

Conduct field work and prepare certified survey requirements for design, local and state (CCCL) permitting. The data to be collected/surveyed shall include, but not limited to, the following items:

a. Locate any existing improvements and above-ground utilities.
b. Locate existing adjacent seaward most structures.
c. Locate existing dune vegetation line (if any).
d. Locate and plot coastal construction control lines (1978 & 1991).
e. Locate mean high-water line, 0'0 NAVD contour line, and seasonal high-water line.
f. Provide a minimum of 3 profile lines to the 0'0 NAVD contour line along with spot elevations on the property and set a minimum of one site benchmark.
g. Provide crown-of-road elevations.
h. Meet all requirements as set forth in F.A.C. chapter 62b 33.008 (1) (f).

III. Environmental Services/Ecological Services

1. Environmental Site Assessment
   a. Jurisdictional Wetlands/Waters of the U.S. (WOTUS) Determination
      Environmental Scientists will establish the boundaries of the on-site wetlands and WOTUS within the project limits in accordance with South Florida Water Management District (SFWMD) and U.S. Army Corps of Engineers (USACE) methodologies. The wetland and WOTUS limits will be flagged or identified in the field to the extent practicable and the locations of the on-site wetlands and WOTUS will be documented as accurately as practicable on an aerial photograph. Please note that state and federal regulatory agency personnel will have to approve the wetland and WOTUS limits through a jurisdictional wetland determination during the permitting process and therefore, the wetland and WOTUS limits are subject to change.
   b. Protected Species Survey
      Environmental Scientists will conduct an on-site protected species survey of the project area in accordance with methodologies outlined by the Florida Fish and Wildlife Conservation Commission (FWC) to identify and document the presence of listed species inhabiting the area that are regulated by the U.S. Fish and Wildlife Service (FWS) and the FWC. Please note that protected species-specific surveys and formal consultation with the FWS are not included as part of this task. Additional protected species surveys and consultation with the FWS may be required pending the outcome of the initial findings of the protected species survey. Please note that daily shorebird and sea turtle surveys and gopher tortoise relocation are not included but can be added if desired. Likewise, a bat emergence roost structure inventory survey is not included in this task.
   c. Environmental Site Assessment Report
      Environmental Scientists will prepare an environmental site assessment report after completion of the initial site visit to the subject Property. The report will include the following for the project area: a description of the project purpose and location, a summary of the project

permit history that is available to the public (if applicable), a description of the site conditions, detailed descriptions of each on-site vegetative community and their associated levels of exotic vegetation, a summary of the soils mapped within the project area, a detailed description of the protected species survey results, a location map, an aerial map, a Florida Land Use Cover and Forms Classification System (FLUCFCS) map, a soils map, and a protected species survey transect map.

2. Permitting Services
   Provide environmental support services and prepare the environmental permitting information required for obtaining a 10-2 Permit from FDEP and a Coastal Construction Control Line (CCCL) permit from the FDEP. Services include coordination and attendance at one on-site meeting with SFWMD staff and one on-site meeting with FDEP staff, and one response to requests for additional information from each of the two agencies for permit issuance. Please note, it is anticipated that a Section 404 permit from the Corps will not be required.
3. Miscellaneous Environmental/Project Management Support
   Environmental Scientists will provide miscellaneous environmental support services and attend team coordination and agency meetings that may require the expertise of an environmental consultant on request. Environmental Scientists will also provide project management and coordination services for Newton Park.

4. Environmental Compliance Support Services
   Environmental Scientists will provide project management, coordination services, and environmental compliance monitoring and documentation per Special Conditions of the issued environmental permits during construction of Newton Park. Services may include pre-construction wildlife surveys, shorebird and sea turtle nest monitoring and Construction completion environmental reporting.

IV. Master Site Planning

1. **Project Coordination and Final Site Plan Development**
   Coordinate with the Project Team and the Town to advance and finalize the site design for the Project and associated improvements. Prepare a Final AutoCAD (ACAD) Dimensioned Site Plan based on the conceptual site plan provided by the Client. The site plan will illustrate and quantify the relationships, sizes, and configurations of major land use elements, including but not limited to buildings, pavilion structures, shade structures, hardscape areas, landscape buffers, open spaces, internal parking layout, and stormwater management areas.
2. Interdisciplinary Design Coordination
   Collaborate with the Landscape Architect and Architect in the development of the master site plan. Elements to be incorporated may include pedestrian pathways, recreational areas, restroom facilities, pavilion structures, a potential splash pad, decorative features, ADA accessible boardwalk for beach access, and educational signage. The master plan will also identify and conceptually locate plant materials, considering appropriate species selection, aesthetic objectives, and environmental sustainability.
3. Hardscape Concepts and Materials
   Coordinate with the Landscape Architect to identify and develop conceptual hardscape elements, including preliminary material selections and design approaches consistent with the overall vision for the Project.

V. Architectural Design Services

1. Architectural Schematic Design
   a. The Architectural team's services during this phase will include a review of the program and development of the floor plans and elevations. If needed, we will do a site visit to gather data on the existing building conditions.

b. This phase includes the development of a schematic outline of MEP systems that will be a part of the project and confirm the design is compliant with the Florida Building Code, Florida Fire Prevention Code, State CCCL requirements, and local ordinances.
c. Preparation of schematic drawings for review and approval.

2. Architectural Design Development
   a. Finalize all major design, material, and equipment decisions. The design shall include Architectural design, Structural, Mechanical, Plumbing and Electrical Engineering.
   b. Prepare and submit a 60%-level architectural design plan set to the Town's Project Manager for review and comment.
   c. Coordinate with Town staff and team to address comments and requests. Once the 60% level of architectural design plans are approved, the development of Construction Documents will be initiated.
3. Architectural Construction Documents
   Upon approval to proceed, the project team will develop final drawings for the structures. Complete plans and specifications will comprise the Contract Documents. These documents will be complete and detailed to the level necessary to obtain a building permit and construct the project. All final construction costs should be determined at this point.

VI. Engineering Design, Construction Plans and DO Permit Submittal

1. Civil Engineering Construction Plan Documents – Based upon the agreed upon master site plan, prepare construction plans and technical specifications to include parking layout, beach access, grading plan, concrete curbing, stormwater drainage, water management areas, potable water services, wastewater services, paving, sidewalks, site grading, ADA pathways and boardwalk for beach access, and infrastructure improvements for the project.
2. Coordinate design and submittal items from all other design consultants.
3. Perform engineering design for site related features such as utilities, parking, grading, and stormwater management to support the Project.
4. Provide 30%, 60%, and 100% progress site development plans for team and Town staff review and comment.
5. Town of Fort Myers Beach Development Order Permit Preparation and Submittal – Prepare and submit, one (1) set of permit applications for the Development Order and coordinate with supporting consultants for submittal items.

VII. FDEP 10-2 (Surface Water Management Permit)

Verify that the project qualifies for a 10-2 Certification Permit for the proposed surface water management system. Prepare and submit a 10-2 Certification Permit to the FDEP. The following specifics items will be addressed in the Self Certification submittal:

1. Preparation of stormwater calculations, surface or subsurface water hydrologic/hydraulic modeling and engineering report.
2. Prepare Stormwater Management Plans to reflect the proposed retention/detention system for flood control, water quality treatment, and controlled off-site discharge.
3. Evaluation of water quality requirements including a Nutrient Loading analysis will be included in the stormwater calculations.
4. Preparation of the Stormwater Pollution Prevention Plan.

VIII. FDEP Permits and Utility Permits

1. Prepare, submit, and support the "Notice of Intent to Use NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities" application through Florida Department of Environmental Protection (FDEP).
2. Coordinate with the Town of Fort Myers Beach Utilities department on potable water supply services and/or potential main extensions.

3. Coordinate with Lee County Utilities on wastewater service and/or potential of collection line extension and lift station. Should a Lee County Utilities (LCU) connection permit be required, this task covers the application preparation and support through receipt of approval from LCU.
4. Prepare, submit, and support the "Notification/Application for constructing a Domestic Wastewater Collection/Transmissions System" system application through FDEP (as needed).
5. Prepare, submit, and support the "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" application through the FDEP (as needed).

IX. Lee County LDO and Right-of-Way (ROW) Permit- Offsite Improvements

1. Prepare and submit a Lee County Limited Review Development Order (LDO) for the project for the improvements within the Estero Boulevard right-of-way including access locations, turn lanes, sidewalk improvements, and drainage improvements.
2. Preparation, submittal and support of the Lee County ROW Permit Application for improvements within the Estero Boulevard right-of-way including access locations, turn lanes, sidewalk improvements, and drainage improvements.

X. Agency Sufficiency Responses (Town and Lee County)

Provide responses to Requests for Additional Information for the Development Order, Environmental Resource Permit, Limited Development Order, and Right-of-Way Permit, charged per our hourly rates.

XI. Landscape, Hardscape & Irrigation Plans

1. Site Analysis and Base Map Preparation
   a. Site visit to review existing conditions and document existing planting.
   b. Prepare base map from civil CADD drawings, input existing vegetation from site analysis.
2. Development Order-Construction Level Landscape Plans
   a. Prepare Construction-Level Landscape Planting Plans based on Town of Fort Myers Beach requirements to include proposed plant locations, proposed plant removals, site perimeter buffers and planting legend. The plans will include all required calculations. (i.e. Buffering, landscaping, irrigation notations, etc.). Includes two (2) plan revisions during permit process. The Plans will include the following:
      - Planting Plan;
      - Irrigation Plan;
      - Exterior Site Lighting Plan
   b. Plans will be compliant with both the Town of Fort Myers Beach and FDEP regulations/requirements.
3. Updated Estimated Opinion of Probable Cost for Landscape Infrastructure
   a. Prepare updated OPC based on final construction-level plans.
4. Sufficiency Responses
   a. Provide responses to requests for additional information during the FMB and FDEP permit process.

XII. FDEP Coastal Construction Control Line (CCCL) Application and Permitting

Since the project involves improvements seaward of the existing State Coastal Construction Control Line (CCCL), permitting for the design and implementation of the improvements is required through Florida Department of Environmental Protection (FDEP).

1. Coordinate with the design team during the development of the design and provide consultation review related to the State DEP permitting criteria of the CCCL program.
2. Coordinate with team to develop and prepare the application package for DEP CCCL submittal. The application package for DEP will include the applications for the CCCL permit and Marine

Turtle Assessment Form and related information called for under Chapter62B-33, Florida Administrative Code, including but not limited to civil, architectural, landscape architectural, exterior lighting throughout the project, and structural foundation details.

3. Prepare final CCCL permit engineering drawings in accordance with the CCCL permit application requirements. Drawings shall include site plan, grading, paving, drainage, earthwork details, and cross-sections and associated details.
4. Perform engineering analysis and prepare engineering report related to proposed excavation and fill material per the CCCL permit requirements. The project shall include an indication of no net loss of material afforded to the land located seaward of the CCCL.
5. Coordinate with Team to ensure consistency in the design of the improvements.
6. As part of the DEP application, a letter of local setback and zoning consistency will be required from the Town of Fort Myers Beach. The letter from the Town should include reference to a set of plans which we will be filing with the DEP. Our project team will assist with obtaining this letter from the Town.

XIII. FDEP CCCL Permitting Sufficiency Responses

1. Coordinate with team and respond to all incomplete summaries from FDEP to achieve completeness status from FDEP.
2. Conduct updates to permit drawings as needed to address FDEP Sufficiency questions. Participate in coordination meetings with team consultants and meetings/conference calls with DEP staff during the permit processing period.

XIV. Design of Coastal Wave Mitigation Structure/System

In addition to enhancing coastal protection, this improvement may also allow for a revision to the Property's FEMA Flood Hazard Area designation—from a **Zone VE** to a lower-risk **Zone AE** (such as Coastal A Zone). Given the presence of an existing retaining wall at this location, it may be feasible to retrofit or improve the existing structure to achieve sufficient wave energy dissipation and support the desired Flood Insurance Rate Map (FIRM) revision. The following scope of services outlines the necessary tasks to assess, design, and support FEMA submittals associated with the wave mitigation wall system and potential map revision.

1. Prepare detailed structural analysis for proposed structural improvement of a new/improved retaining wall, which will evaluate wave energy forces on the structure and determine construction specifications.
2. Prepare plans and specifications detailing the structural feature applicable for the CLOMR permitting with FEMA.
3. Complete and certify the MT 2 Form 5 Coastal Structures Analysis form and support documentation for the proposed retaining wall.

XV. CLOMR for Coastal Wave Mitigation Structure/System

1. Conduct a maximum of one (1) site visit, as necessary, and obtain topographic information for transects traversing the subject Property.
2. Modify the respective coastal transects and add new transects, to reflect the existing conditions of the Property and adjacent lands more accurately.
3. Finalize coastal model analysis and supporting calculations with final transect locations. Finalize modifications of the respective transects and add new transects, to reflect the existing development and Property conditions more accurately. Execute the models to determine the final, revised flood zone boundaries.
4. Update coastal model to include the proposed improvements, which include improvements of a new or improved retaining wall in the analysis to determine the proposed flood zone conditions.
5. Execute the models to determine the final, revised flood zone boundaries.

6. Prepare a Topographic Work Map (TWM) and Annotated FIRM map for inclusion in CLOMR application package.
7. Coordinate with Client and project team on addressing ESA Compliance matter for the CLOMR Package.
8. Prepare the required FEMA forms for a Conditional Letter of Map Revision, Analysis Report, and other supporting documentation. Submit CLOMR application package for the Property to FEMA and Town of Fort Myers Beach staff for review.
9. Coordinate with the Town to obtain concurrence and acknowledgement signature.
10. Coordinate with the Town with the preparation and issuance of the public notification of the CLOMR application.

XVI. CLOMR Sufficiency Responses

Provide follow-up communication with Town of Fort Myers Beach staff, FEMA and their technical contractor during their review of the application through final determination.

XVII. As-Built LOMR (Upon construction completion of wave mitigation structure)

1. Obtain and review as-built documents and information for the completed retaining wall and grading activities placement. Verify that the as-built information is consistent with the CLOMR analysis and original proposed conditions.
2. Coordinate with others on any discrepancies or missing information that may be found during verification of as-built conditions.
3. Prepare the required FEMA forms for a LOMR with other supporting documentation, including certified as-built plans and certified Topographic Work Map depicting as-built information and finalized flood zone boundaries.
4. Submit LOMR package to Town of Fort Myers Beach (Town) and FEMA for review.
5. Coordinate with the Town on obtaining concurrence for As-Built LOMR Application.

XVIII. As-Built LOMR Sufficiency Responses

Coordinate and provide follow-up communication with the Town, FEMA and their technical contractor during review through receipt of the Final Determination Document from FEMA approving the LOMR package.

XIX. Geotechnical Engineering Services

1. Geotechnical Exploration and Engineering Services
   a. The proposed geotechnical exploration and engineering services are for an evaluation of subsoil and groundwater conditions for the proposed structures and includes the elements listed below:
      - Drilling of two (2) Standard Penetration Test (SPT) borings to appropriate depths to evaluate the subsurface soil and groundwater table conditions;
      - Obtaining representative soil and rock samples from SPT borings;
      - Grouting SPT borings;
      - Performing laboratory inspection and classification testing on selected samples, as necessary, to develop engineering parameters; and
      - Providing geotechnical engineering recommendations for use in design of the deep foundations for the proposed structure(s).
2. Geotechnical -Construction Materials Testing and Support Services
   a. Conduct the following construction materials testing and monitoring services:
      - Compaction Testing (Subgrade, Base Fill, Utility Trenches)
      - Asphalt Core Testing/Thickness Verification
      - Concrete Cylinder Breaks (7-day, 28-day)
      - Vibration Monitoring (during pile driving or demo)

- Pre-condition Surveys (adjacent structures)
- Pile Monitoring/Load Testing

XX. Pre-Construction Services and Construction Administration

1. Assist the Town in preparing final construction and procurement documents
2. Prepare and provide a detailed Opinion of Probable Construction Costs (OPCC) based on final construction documents.
3. Conduct pre-bid meetings and coordinate responses to bidder inquiries.
4. Conduct evaluation of bids and provide consultation for contractor selection. The evaluation includes a verification that the selected contractors meet CDBG-DR, Davis-Bacon Act and Section 3 compliance requirements.
5. Provide assistance to contractor with applying for building permit. This task includes responding to questions from the Town related to the building design and code related items.

XXI. Support Services During Construction (Engineering, Architect and Landscape Architect)

Project Construction Services will be accomplished in One (1) Phase. If construction phases are revised, the fees will be adjusted accordingly.

1. Architect Construction Contract Administration Support Services
   a. Shop Drawing Review involves evaluation of technical submittals to check for compliance with the Contract Documents and other submittals necessary to execute the work.
   b. Contract Administration includes activities such as responses to Requests for Information, responses to Code Official initiated issues in process, Field Reports, review of test reports, evaluation of materials or systems, verification of pay requests, and monitoring of the construction schedule.
   c. Construction Observation includes site visits during construction to observe that the work is proceeding according to the construction documents and specifications and participation in bi-weekly project meetings, one (1) site visit per month coinciding with an on-site meeting, and one (1) virtual meeting per month.
2. Landscape Architect Construction Contract Administration Support Services
   a. Attend pre-construction meeting to clarify contractor questions.
   b. Observe the planting, irrigation, exterior site lighting and hardscape installation to ensure adherence to the design specifications.
   c. Prepare Maintenance Plan for long-term care and sustainability of the Park Facility's landscape infrastructure.
3. Engineering Construction Contract Administration and Inspection Services
   a. Team Pre-Construction Meeting – Prepare and attend one (1) team (contractor, Town staff, engineer) meeting to coordinate any construction items.
   b. FDEP/FWC Pre-Construction Meeting – Prepare and attend one (1) FDEP/FWC pre-construction meeting to review the permit conditions and coordinate any construction related information.
   c. Prepare and attend construction meetings for the duration of the project as directed by the Town to coordinate field issues.
   d. Monitor construction activities for compliance with approved designs, specifications, and project schedule.
   e. Reviewing contractor payment applications in the field to confirm quantities of work completed before funds are released.
   f. Attend utility testing sessions which shall include potable water main pressure test, sanitary sewer force main pressure test, sanitary sewer gravity main low pressure air test and televising test and lift station start up (if required).
   g. Review contractor supplied shop drawings and prepare/provide review memorandums.
   h. Provide construction-phase engineering and inspection (CEI) services.

i. Provide onsite observation and consulting during construction as needed by the owner or contractor. For each on-site observation visit, prepare construction progress reports and provide them with the Town Project Manager.
j. Prior to the electrical rough-in installation of exterior lighting, conduct a pre-installation conference with Fish and Wildlife Commission (FWC) representative, authorized agent, electrical contractor, and FDEP Field representative. Within 30 days of completion of all construction activities, including exterior lights, complete and submit final certification report (FDEP Form No. 73-115B) to FDEP for acceptance.
k. Within 30 days of completion of all construction activities, including exterior lights, arrange a site inspection with FWC representatives to review the installed lighting.
l. Provide follow up site visits upon Town and state inspections to verify completion of punch list site improvements. Inspections to verify punch list completion.

XXII. Project Certification/ Close-out

Project Certification will be accomplished in 1 Phase. If certification phases are revised, the fees will be adjusted accordingly.

1. Prepare, submit, and support the Lee County Utilities Certification/Acceptance application and related documents and supporting information (as needed).
2. Prepare and submit project record drawings to Town of Fort Myers Beach for review and approval. This task includes all revisions until approved by Town of Fort Myers Beach.
3. Prepare, submit, and support the Town of Fort Myers Beach (site) and Lee County (ROW) Certificate of Completion application including landscaping.
4. Prepare, submit, and support the FDEP and DOH Certification/Clearance applications (as applicable).
5. Prepare, submit, and support engineer related preliminary acceptance certification checklist items as required by Town of Fort Myers Beach.
6. Provide overall coordination with agencies and Team during the final CCCL Permit certification process with FDEP and FWC in addressing concerns or comments.
7. Ensure compliance with CDBG-DR closeout reporting requirements.
8. Submit all final reports, warranties, and maintenance documentation.

EXHIBIT B
PROJECT SCHEDULE

Following this page (containing 1 pages)

EXHIBIT B – PROJECT SCHEDULE
NEWTON PARK BEACH FACILITY RECONSTRUCTION PROJECT

This EXHIBIT B establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement.

Phase and/or Task	NAME or TITLE of Phase and/Task	Number of Calendar Days for Completion	Cumulative Number of Calendar Days for Completion
Task I	Project Coordination and Meetings (Throughout Project Duration)	590 days	590 days
Task II	Survey Services	30 days	30 days
Task III	Environmental Services/Eco. Services	420 days	480 days
Task IV	Master Site Planning	60 days	90 days
Task V 1-2.	Architectural Schematic Design and Design Development	75 days	135 days
Task V 3.	Architectural Construction Documents	70 days	205 days
Task VI	Engineering Design, Construction Plans and DO Permit Submittal	60 days	195 days
Tasks VII - X	FDEP 10-2, FDEP Permits & Utility Permits, Lee Co LDO & ROW Permit-Offsite Improvements, Agency Sufficiency Responses (Town & Lee Co)	120 days	315 days
XI	Landscape, Hardscape & Irrigation Plans	60 days	195 days
XII - XIII	FDEP CCCL App & Permitting & Sufficiency Responses	130 days	325 days
XIV-XV	Design Coastal Wave Mitigation Wall & CLOMR Analysis, Submittal	50 days	140 days
XVI	CLOMR Sufficiency Responses	150 days	290 days
XVII	As-Built LOMR Submittal	30 days	395 days
XVIII	As-Built LOMR Suff. Response	90 days	485 days
XIX	Geotech Engineering Services (Throughout Project Duration)	560 days	590 days
XX	Pre-Construction & CA	20 days	335 days
XXI	Support Services During Const.	210 days	545 days
XXII	Project Certification/Close-Out	45 days	590 days

*The Time and Schedule for these tasks assumes a construction period of 7 months from construction contract award.

EXHIBIT C
FEE SCHEDULE

Following this page (containing 2 pages)

EXHIBIT C – FEE SCHEDULE
NEWTON PARK BEACH FACILITY RECONSTRUCTION PROJECT

PROFESSIONAL FEE AND PAYMENT STRUCTURE:

PROJECT TASKS		FEE
I.	**Project Coordination and Meetings**	**$ 20,000**
II.	**Survey Services**	**$ 23,000**
III.	**Environmental Services/Ecological Services**	**$ 45,250**
IV.	**Master Site Planning**	**$ 17,500**
V.	**Architectural Design Services**	**$ 79,500**
	1. Architectural Schematic Design	$ 14,500
	2. Architectural Design Development	$ 10,000
	3. Architectural Construction Documents	$ 55,000
VI.	**Engineering Design, Construction Plans & DO Permit Submittal**	**$ 35,000**
VII.	**FDEP 10-2 (Surface Water Management Permit)**	**$ 8,500**
VIII.	**FDEP Permits and Utility Permits**	**$ 5,500**
IX.	**Lee County LDO & ROW Permit-Offsite Improvements**	**$ 7,500**
X.	**Agency Sufficiency Responses (Town, Lee Co)**	**$ 23,500**
XI.	**Landscape, Hardscape & Irrigation Plans**	**$ 15,500**
XII.	**FDEP CCCL Application & Permitting**	**$ 14,000**
XIII.	**FDEP CCCL Sufficiency Responses**	**$ 6,000**
XIV.	**Design of Coastal Wave Mitigation Wall/System**	**$ 8,000**
XV.	**CLOMR for Coastal Wave Mitigation Wall/System**	**$ 20,500**
XVI.	**CLOMR Sufficiency Responses**	**$ 5,500**
XVII.	**As-Built LOMR (Upon Construction Completion of Wave Mitigation Structure)**	**$ 8,000**
XVIII.	**As-Built LOMR Sufficiency Responses**	**$ 4,000**
XIX.	**Geotechnical Engineering Services**	**$ 27,000**
XX.	**Pre-Construction Services & Construction Administration**	**$ 7,500**
XXI.	**Support Services During Construction (Engineering, Architect and Landscape Architect)**	**$ 93,000**
XXII.	**Project Certification / Close-Out**	**$ 20,000**
	Reimbursable Expenses	**$ 3,500**
	Total Professional Fee (Not to Exceed)	**$497,750**

Hourly Rate Codes:

Principal Engineer	$305
Senior Coastal Engineer	$265
Coastal Project Manager II	$245
Coastal Project Manager I	$220
Coastal Engineer II	$190
Coastal Engineer I	$165
Senior Project Manager III	$265
Senior Project Manager II	$240
Senior Project Manager I	$225
Project Manager II	$215
Project Manager I	$205
Hydrologic/Hydraulic Engineer II	$225
Hydrologic/Hydraulic Engineer I	$200
CRS/NFIP Consultant	$165
Project Engineer IV	$165
Project Engineer III	$155
Project Engineer II	$145
Project Engineer I	$135
CAD Manager	$190
Senior Designer III	$180
Senior Designer II	$160
Senior Designer I	$145
Designer	$130
GIS Specialist	$150
Construction Inspector II	$135
Construction Inspector I	$110
Intern	$85
Project Coordinator II	$95
Project Coordinator I	$85

For Invoicing Purposes Only (not to change total NTE amount):

-Survey Equipment Usage: $200/day

-Reproduction: Per Florida Statute 119

24x36 B/W Print $1.50/sheet
24x36 Color Print $15/sheet
24x36 Color Aerial – At Cost
8 ½ x 11 B/W - $0.25/sheet
8 ½ x 11 Color - $1.00/sheet
11 x 17 B/W - $1.25/sheet
11 x 17 Color - $2.50

EXHIBIT D
INSURANCE REQUIREMENTS

Following this page (containing 5 pages)

INSURANCE REQUIREMENTS

Section One. Insurance Coverage's to Be Obtained

(1) The Consultant shall obtain and maintain insurance to protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have, and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be	Indicate Name of Individual or Firm

Provided and/or Performed

(If none, enter the word “none” in the space above.)

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement. In the event the Town shall execute and issue written authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work through written agreement executed by both parties.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's Finance Department all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by Town staff , the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT “D” and are hereby incorporated by reference thereto.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Agreements, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions, or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation, and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period

that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate for Bodily Injury Liability and a minimum limit of $1,000,000 for Property Damage Liability, or a minimum combined single limit of $1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of $1,000,000 per person and $1,000,000 per accident for Bodily Injury Liability and a minimum limit of $1,000,000 for Property Damage Liability, or a

minimum combined single limit of $1,000,000.

(B) Coverage shall include owned vehicles, hired, and leased, or non-owned vehicles.

(C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

(A) A minimum aggregate limit of $1,000,000.00.

(B) Such additional requirements as are set forth in the Agreement above.

(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

The Consultant shall maintain all required insurance coverage throughout the term of this Agreement. The Consultant is responsible for ensuring that all Certificates of Insurance (COI) remain current and shall submit renewal certificates to the TOWN no later than ten (10) business days prior to expiration of any existing policy. Failure to provide timely COI renewals may be considered a material breach of this Agreement, the renewal COIs are to be emailed to the Finance Department.

EXHIBIT E
CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

Following this page (containing 1 pages)

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

CONSULTANT has identified the following Sub Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project: (If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
Survey Services	BBLS Surveyors, Inc. 9001 Highland Woods Blvd Ste 6, Bonita Springs, FL. 34135				X	
Architectural	GMA Architects 43 Barkley Circle, 202 Fort Myers, FL 33907				X	
Environmental	Pennoni Associates 4706 Chiquita Blvd. S-200-E02 Cape Coral, FL 33914				X	
Landscape Architectural	Pergola, Inc. 1323 11th St. North Naples, FL 34102				X	
Geotechnical Engineering	YPC Consulting Services 5931 Country Lakes Drive Fort Myers, FL 33905				X	

EXHIBIT F
FEDERAL SUPPLEMENTAL CONDITIONS

Following this page (containing 23 pages)

SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
REQUIRED FOR ALL CDBG-DR FUNDED PROJECTS

1. FEDERAL FUNDING

1.1 When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the County or "pass-through" from another entity, the County is required to and will follow the Federal procurement standards in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Part 200, Sections 200.318 through 200.327.

1.2 PROPOSER, further referred to as CONSULTANT/CONTRACTOR/VENDOR within this section, shall work with the County under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:

(1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
(2) 24 CFR Part 570 - Community Development Block Grants as amended by the CDBG-DR Consolidated Waivers and applicable Alternative Requirements Notices.
(3) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
(4) Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
(5) 31 CFR Part 205 Rules and Procedures for Funds Transfers

Contract Cost and Price: For every procurement in excess of the Simplified Acquisition Threshold, including contract modifications, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the Proposer, the Proposer's investment, the amount of subcontracting necessary, the quality of the Proposer's record and past performance, and industry profit rates for the surrounding geographical area. "Cost Plus Percentage" methods for determining profit may not be used.

2. EQUAL EMPLOYMENT OPPORTUNITY

2.1. All departments/offices administering federal funded programs, including CDBG – DR, along with their contractors, subcontractors, subrecipients, developers and other agents, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) et seq.; Executive Order 13166; and the U.S. Department of Labor Revised Guidance Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) persons, as well as any applicable Executive Orders.

3. MAINTENANCE OF RECORDS/ACCESS TO RECORDS

3.1. The CONSULTANT/CONTRACTOR/VENDOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONSULTANT/CONTRACTOR/VENDOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.

3.2. CONSULTANT/CONTRACTOR/VENDOR shall provide, when requested, access by the COUNTY, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

3.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any

means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the GRANT AGENCY Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

3.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.

3.6. The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of the COUNTY.

4. DHS SEAL, LOGO, AND FLAGS

4.1. The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY pre-approval.

5. LOCAL VENDOR PREFERENCE EXCLUSION:

5.1. Local CONSULTANT/CONTRACTOR/VENDOR Preference Ordinance has been waived for this service/purchase request and any and all references contained herein are non-applicable to this request and subsequent contract and/or purchase order(s).

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS

6.1. This is an acknowledgment that GRANT AGENCY financial assistance will be used only to fund the services requested. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.

7. NO OBLIGATION BY THE FEDERAL GOVERNMENT

7.1. The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT/CONTRACTOR/VENDOR, or any other party pertaining to any matter resulting from the Solicitation.

8. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS

8.1. The CONSULTANT/CONTRACTOR/VENDOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements), and 18 U.S.C. 1001 applies to the CONSULTANT/CONTRACTOR/VENDORs actions pertaining to this solicitation.

9. SUBCONTRACTS

9.1. The selected firm must require compliance with all federal requirements of all sub-CONSLTANT/CONTRACTOR/VENDORs performing work for Prime CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with sub-CONTRACTOR/PROPOSER/CONTRACTORs.

10. CONFLICT OF INTEREST

10.1. No employee, officer, board member, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of

interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANT/CONTRACTOR/VENDORs or parties to subcontracts.

11. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

11.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the united States; it is not a substitute for any other employment eligibility verification requirements.

11.2. Sub-CONSULTANT/CONTRACTOR/VENDOR requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-CONSULTANT/CONTRACTOR/VENDORs.

11.3. It shall be the CONSULTANT/CONTRACTOR/VENDOR's responsibility to familiarize themselves with all rules and regulations governing this program.

11.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify.

12. ENERGY POLICY AND CONSERVATION ACT

12.1. CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

13. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESS, AND LABOR SURPLUS AREA FIRMS

13.1. In accordance with 2 CFR Part 200.321, the CONSULTANT/CONTRACTOR/VENDOR must make efforts to ensure that small and minority businesses, veteran-owned business, and women's business enterprises, and labor surplus area firms are considered as set forth below.

13.1.1 Place qualified small and minority businesses, veteran-owned business, and women's business enterprises on solicitation lists.

13.1.2 Assuring that small and minority businesses, veteran-owned business, and women's business enterprises are solicited whenever they are potential sources.

13.1.3 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

13.1.4 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, veteran-owned business, and women's business enterprises.

13.1.5 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, veteran-owned business, and women's business enterprises.

13.1.6 Requiring the prime CONSULTANT/CONTRACTOR/VENDOR, if subcontracts are to be let, to take the five previous affirmative steps.

14. EMPLOYMENT, TRAINING, AND CONTRACTING OPPORTUNITIES FOR LOW-INCOME PERSONS,

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

14.1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

14.2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

14.3. The CONSULTANT/CONTRACTOR/VENDOR agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONSULTANT's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in 24 CFR 75.23(b).

14.4. The CONSULTANT/CONTRACTOR/VENDOR agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The CONSULTANT will not subcontract with any subcontractor where the CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

14.5. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14.6. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

15. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

15.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.

16. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)

16.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2

C.F.R. Part 200. See Prohibitions on Expending GRANT AGENCY Award Funds for Covered Telecommunications Equipment or Services- Interim Policy for additional information.

17. TERMINATION FOR CAUSE AND/OR CONVENIENCE

17.1. MATERIAL BREACH A Proposer may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Proposer failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Proposer failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Proposer becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Proposer becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Proposer's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Proposer or any of the Proposer's property and such appointment endangers the Proposer's proper performance hereunder; 6. A determination that the Proposer is in violation of federal, state, or local laws or regulations and that such determination renders the Proposer unable to perform any aspect of the Agreement.

17.2. OPPORTUNITY TO CURE In the event that Proposer fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Proposer may have a period of time in which to cure. The County is not required to allow the Proposer to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Proposer's liability for damages, or otherwise affect any other remedies available against Proposer under the Agreement or by law. If the breach remains after Proposer has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Proposer from receiving future solicitations or other opportunities; 6. Require Proposer to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

17.3. TERMINATION FOR CAUSE In the event the Procurement Management Director, in his/her sole discretion, determines that the Proposer has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the Proposer in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments or prohibit the Proposer from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Proposer or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Proposer shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Proposer was not in material breach; or (2) failure to perform was outside of Proposer's or its sub Proposer's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

17.4. TERMINATION FOR CONVENIENCE Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Proposer. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Proposer for such termination.

18. TIME & MATERIAL, TIME & EQUIPMENT, FIRM FIXED PRICE LUMP SUM CONTRACTS

18.1. The following applies to purchases made or reimbursed with Federal funds as per 2 CFR 200.318(j) and other Federal Regulations. For a firm fixed price, lump sum, Time & Material (T&M), and/or Time & Equipment (T&E) procurements, a Purchase Order represents a CONSULTANT/CONTRACTOR/VENDOR's Notice to Proceed (NTP). Line-item Extended Price(s) shall be considered Not to Exceed (NTE) ceiling value(s). Additionally, the Total Order value for a Purchase Order represents an NTE ceiling value. If the CONSULTANT/CONTRACTOR/VENDOR anticipates exceeding either of these NTE values, they should contact the Lee County Procurement Department for a change order. If a CONSULTANT/CONTRACTOR/VENDOR exceeds a Line Item or Total Order NTE value, it does so at its own risk.

19. SUSPENSION AND DEBARMENT

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

19.2. The CONSULTANT/CONTRACTOR/VENDOR must comply with 24 C.F.R 570.609 and 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

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

20. RECOVERED MATERIALS

20.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

20.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The list of EPA-designate items is available at https://www.epa.gov/smm/product-resource-guides-comprehensive-procurement-guideline-cpg-program.

21. OTHER REMEDIES AND RIGHTS

21.1. Pursuing any of the above remedies will not keep the COUNTY from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the CONSULTANT/CONTRACTOR/VENDOR, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the CONSULTANT/CONTRACTOR/VENDOR.

21.2. Unless otherwise provided by the Contract, all claims, counterclaims, disputes and other matters in question between the COUNTY and the CONSULTANT/CONTRACTOR/VENDOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

22. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708) - for contracts over $100K

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

22.2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Proposer and any sub-Proposer responsible therefor shall be liable for the unpaid wages. In addition, such Proposer and sub Proposer shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. These liquidated damages shall be calculated for each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause in paragraph (1), for each calendar day during which the individual was required or permitted to work in excess of the standard forty-hour work-week without receiving the required overtime compensation. The applicable amount for such liquidated damages is determined by the U.S. Department of Labor and can be found at: https://www.dol.gov/agencies/whd/resources/penalties

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

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

23. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

23.1. Lead-Based Paint Hazards

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Proposer and sub Proposers shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The COUNTY will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

23.2. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Proposer shall observe all local, state and federal laws in purchasing and handling explosives. The Proposer shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Proposer shall notify all the COUNTYs of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Proposer or his Surety for damages that may be caused by such use.

23.3. Danger Signals and Safety Devices

The Proposer shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Proposer fails or neglects to take such precautions, the COUNTY may have such lights and barricades installed and charge the cost of this work to the Proposer. Such action by the COUNTY does not relieve the Proposer of any liability incurred under these specifications or contract.

24. CLEAN AIR ACT

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

24.2. The Proposer agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

24.3. The Proposer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

25. FEDERAL WATER POLLUTION CONTROL ACT

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

25.2. The Proposer agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

25.3. The Proposer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

26. BYRD ANTI-LOBBYING AMENDMENT

26.1. CONSULTANT/CONTRACTOR/VENDORs who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each

tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

27. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

27.1. If the Federal award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and Lee County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal Awarding Agency. See 2 C.F.R. Part 200, Appendix II(F).

28. CIVIL RIGHTS ACT OF 1964

28.1. CONSULTANT/CONTRACTOR/VENDOR agree that Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

29. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

29.1. CONSULTANT/CONTRACTOR/VENDOR agrees that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the CDBG program.

30. SECTION 503 OF THE REHABILITATION ACT OF 1973

30.1. The CONSULTANT/CONTRACTOR/VENDOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT/CONTRACTOR/VENDOR agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

31.1.1 Recruitment, advertising, and job application procedures;
31.1.2 Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
31.1.3 Rates of pay or any other form of compensation and changes in compensation;
31.1.4 Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
31.1.5 Leaves of absence, sick leave, or any other leave;
31.1.6 Fringe benefits available by virtue of employment, whether or not administered by the Proposer;
31.1.7 Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
31.1.8 Activities sponsored by the Proposer including social or recreational programs;
31.1.9 Any other term, condition, or privilege of employment.

30.2. The Proposer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

30.3. In the event of the Proposer's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

30.4. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Proposer's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The proposer must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the proposer, a proposer will satisfy its posting obligations by posting such notices in an electronic format, provided that the proposer provides computers, or access to computers, that can access the electronic posting to such employees, or the proposer has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the proposer to notify job applicants of their rights if the proposer utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

30.5. E. The Proposer will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Proposer is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

30.6. The Proposer will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each sub Proposer or CONTRACTOR. The Proposer will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

30.7. The Proposer must, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

31. SECTION 504 OF THE REHABILITATION ACT OF 1973

31.1. CONSULTANT/CONTRACTOR/VENDOR agree that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the Assistance.

32. AGE DISCRIMINATION ACT OF 1975

32.1. The Proposer shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

33. VIETNAM ERA VETERANS' READJUSTMENT ACT OF 1974, SECTION 402

33.1. The Proposer shall comply with the provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Section 402, as amended. Section 402 prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam Era Veterans and qualified special disabled veterans.

34. CHANGES

34.1. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same are in writing and signed by both the CONSULTANT/CONTRACTOR/VENDOR and the COUNTY.

35. COPYRIGHT AND DATA RIGHTS

35.1. CONSULTANT/CONTRACTOR/VENDOR grant to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT/CONTRACTOR/VENDOR will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

36. SEISMIC SAFETY REQUIREMENTS FOR THE CONSTRUCTION OF NEW BUILDINGS OR ADDITION TO EXISTING BUILDINGS

36.1. CONSULTANT/CONTRACTOR/VENDOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify compliance to the extent required by the regulation. The CONSULTANT/CONTRACTOR/VENDOR also agrees to ensure that all Work performed under the Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

37. FEDERAL LABOR STANDARDS

37.1. **Applicability**

i. Minimum wages and fringe benefits

All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. 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 C.F.R. 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 classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be Posted at all times by the CONTRACTOR and its sub- CONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe

benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

(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; and
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; and

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) 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 by email to DBAconformance@dol.gov . The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(E) The Contracting Officer must promptly notify the CONTRACTOR of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The CONTRACTOR must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest

In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

37.2. **Withholding**

i. Withholding requirements

LCBOCC may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), LCBOCC may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

B. A contracting agency for its reprocurement costs;

C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

D. A contractor's assignee(s);

E. A contractor's successor(s); or

F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

37.3. **Payrolls and basic records**

i. Basic Record Requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the

Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/ sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub- CONTRACTOR or the contractor's or subcontractor's agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under section 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

2. That each laborer or 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, 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 C.F.R. part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of Work actually performed, as specified in the applicable wage determination incorporated into the Contract.

D. Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv. Required disclosures and access

A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. Required information disclosures Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

37.4. **Apprentices and equal employment opportunity**

i. Apprentices.

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be

permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.be permitted

C. Apprenticeship ratio The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii. Equal employment opportunity - The utilization of apprentices and journey worker under this part shall be in conformity with the equal employment opportunity requirements of 29 C.F.R. part 30.

37.5. **Compliance with Copeland Act requirements**. The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.

37.6. **Subcontracts.** The CONTRACTOR or sub- CONTRACTOR must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

37.7. **Contract termination: debarment**. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a sub- CONTRACTOR as provided in 29 CFR 5.12.

37.8. **Compliance with Davis - Bacon and Related Act requirements**. All rulings and interpretations of the Davis - Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.

37.9. **Disputes concerning labor standards**. Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the 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 sub- CONTRACTORS) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

37.10. **Certification of eligibilit**y

i. By entering into the Contract, the CONTRACTOR certifies that neither it nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
ii. No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a)
iii. The penalty for making false statements is prescribed in the U.S., Title 18 Crimes and Criminal Procedure, 18U.S.C. 1001.

37.11. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
i. By Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

38. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CWHSSA)

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

38.2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1). The applicable amount for such liquidated damages is determined by the U.S. Department of Labor and can be found at: https://www.dol.gov/agencies/whd/resources/penalties

38.3. **Withholding for unpaid wages and liquidated damages**
i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
ii. **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
B. A contracting agency for its reprocurement costs;
C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
D. A contractor's assignee(s);
E. A contractor's successor(s); or
F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

38.4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

38.5. **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

38.6. **CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

38.7. **Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

38.8. **Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such

contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

38.9. **HEALTH AND SAFETY**

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds $100,000.

38.9.1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

38.9.2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

38.9.3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

39. COPELAND ANTI-KICKBACK ACT

39.1. Recipient and sub-recipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

39.2. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to projects funded solely through the FEMA Public Assistance Program.

39.3. Compliance

39.3.1. CONSULTANT/CONTRACTOR/VENDOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, which are incorporated by reference into the Contract.

39.3.2. Subcontracts. The CONSULTANT/CONTRACTOR/VENDOR or subcontractor shall insert in any subcontracts the clause above 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 CONSULTANT/CONTRACTOR/VENDOR shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses.

39.3.3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

40. BUILD AMERICA, BUY AMERICA ACT (BABA) – INFRASTRUCTURE PROJECTS

40.1. If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

40.1.1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

40.1.2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the

manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of Domestic content of the manufactured product has been established under applicable law or regulation; and

40.1.3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

40.1.4. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at tor before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

41. INVESTING IN AMERICA

41.1. If applicable, Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, must include the following provision:

41.1.1. Signage Requirements

41.1.1.1. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

41.1.1.2. The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.dpa.gov/invest/investing-america-signage

41.1.1.3. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

42. EQUAL OPPORTUNITY FOR VEVRAA PROTECTED VETERANS

42.1. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

i. Recruitment, advertising, and job application procedures.
ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
iii. Rates of pay or any other form of compensation and changes in compensation.

iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
v. Leaves of absence, sick leave, or any other leave.
vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
viii. Activities sponsored by the contractor including social or recreational programs.
ix. Any other term, condition, or privilege of employment.

42.2. The contractor agrees to immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

42.3. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

42.4. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The “contractor official” may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

42.5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico,

Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

42.6. As used in this clause:

i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

42.7. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

42.8. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

42.9. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

42.10. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against protected veterans.

42.11. The contractor will include the provisions of this clause in every subcontract or purchase order of $150,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA 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 Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

42.12. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

End of Supplemental Conditions

EXHIBIT G
FLORIDA STATUTORY REQUIREMENTS

Following this page (containing 2 pages)

FLORIDA STATUTORY REQUIREMENTS
Supplemental Florida Statute References for Contract Compliance

F.S. 112.313(2) & 112.313(7); 112.317 – Business Relationship Disclosure
Public officers and employees are prohibited from conflicting business or employment relationships. Contractors must disclose any relationship with public employees or officials. Failure to disclose is subject to penalties under §112.317.

F.S. 119.071 – Public Records
All documents, bids, and proposals are subject to Florida's Public Records Law. Certain exemptions apply (e.g., sealed bids until notice of decision). Contractors must maintain and provide public records related to performance under the contract as required.

F.S. 20.055(5) – Inspector General Cooperation
Contractors shall comply with any Inspector General investigations, audits, or reviews and provide access to records as requested.

F.S. 218.70 – Local Government Prompt Payment Act
Agencies must promptly pay contractors for satisfactory performance. Contractors must also pay subcontractors and suppliers timely, consistent with statutory deadlines.

F.S. 218.80 – Public Bid Disclosure Act
All contracts must specify costs of permits or fees that contractors will pay. If none apply, the contract must state permitting fees paid by contractor = $0.

F.S. 287.057(23) – Anti-Lobbying (Cone of Silence)
From solicitation issuance until award, contractors and their representatives are prohibited from lobbying or communicating with evaluation staff, officers, or agents except the designated point of contact.

F.S. 287.05701 – Prohibition on Social, Political, or Ideological Interests
Contracts must not request or consider a contractor's social, political, or ideological beliefs in determining responsibility.

F.S. 287.133(2)(a) – Convicted Vendor List
Vendors convicted of public entity crimes are prohibited from contracting with public entities.

F.S. 287.134 – Discriminatory Vendor List
Vendors placed on the discriminatory vendor list are barred from receiving public contracts.

F.S. 337.168 – Confidentiality of Estimates
Official cost estimates, potential bidder identities, and bid analysis documents are confidential until award or cancellation of the project.

F.S. 435 – Employee Background Screenings
Contractors must comply with Level 1 and Level 2 background screening for employees or subcontractors who work with vulnerable persons or as required by the contract.

F.S. 448.095 – Employment Eligibility
Contractors must use the federal E-Verify system to confirm employment eligibility of all new employees.

F.S. 607.1501(1) – Foreign Corporations
A foreign corporation may not transact business in Florida without a certificate of authority from the Florida Department of State.

F.S. 760 – Florida Civil Rights Act
Prohibits discrimination in employment and public accommodations. Contractors must comply with nondiscrimination requirements, ensuring equal opportunity regardless of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status.

F.S. 287.138 – Scrutinized Companies Affidavit (attached)
Contractors must certify they are not on the Scrutinized Companies Lists (Sudan, Iran, Cuba, Syria, or companies that boycott Israel). Execution of the affidavit is required as part of the contract.

F.S. 787.06 – Human Trafficking Affidavit (attached)
Contractors must affirm compliance with Florida's prohibition against human trafficking. Execution of the affidavit is required as part of the contract.

EXHIBIT H
CERTIFICATION AND AFFIDAVIT FORMS

Following this page (containing 7 pages)

VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by the Town or Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 05.05.2024

Signature

STATE OF FL

Elizabeth Fountain, P.E., DFM

COUNTY OF LEE

Name/Title Senior Vice President

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 5th day of May, 2024, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: _____.

Type of Identification

[Stamp/seal required]

AMANDA MEYERS
Notary Public-State of Florida
Commission # HH 693602
My Commission Expires
June 30, 2029

Signature, Notary Public

TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into an Agreement with the Town of Fort Myers Beach for the project known as:

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Agreement.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed by the execution of this instrument under oath.

Executed on behalf of the Party to the Agreement referred to as the CONSULTANT, doing business as: JR Evans Engineering P.A.

Date: 05.05.2026

Signature

STATE OF FL

COUNTY OF Lee

Elizabeth Fantan P.E., CFM
Name/Title Senior Vice President

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 5th day of May, 2026, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: _____.

Type of Identification

[Stamp/seal required]

AMANDA MEYERS
Notary Public-State of Florida
Commission # HH 693602
My Commission Expires
June 30, 2029

Signature, Notary Public

PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Town of Fort Myers Beach
(print name of public entity)

by Elizabeth Fountain P.E., CFM, Senior Vice President
(print individual's name and title)

for J.R. Evans Engineering, P.A.
(print name of entity submitting sworn statement)

whose business address is 9241 Interstate Commerce Dr.
Ste 230
Fort Myers, FL 33913

and (if applicable) its Federal Employer Identification Number (FEIN) is 27-3243832 (If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management

of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_✓_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH 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.

Date: 05.05.2026

Signature

STATE OF FL

COUNTY OF LEE

Elizabeth Fountain, P.E., CFM
Name/Title Senior Vice President

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 5th day of MAY, 2026, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: _____.
Type of Identification

[Stamp/seal required]

AMANDA MEYERS
Notary Public-State of Florida
Commission # HH 693602
My Commission Expires
June 30, 2029

Signature, Notary Public

AFFIDAVIT OF CONFIDENTIALITY

FOR THE PROJECT ENTITLED: Newton Pool Beach Facility Reconstruction

I, the undersigned, Elizabeth Fountain, am an employee of JR Evans Engineering P.A., the Town's provider of contracted services, and serve as a member of the Service team for the Town of Fort Myers Beach.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.

Date: 05.05.2026

Signature

STATE OF FL

COUNTY OF Lee

Elizabeth Fountain P.E., CFM

Name/Title Senior Vice President

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 5th day of May, 2026, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: _____.

Type of Identification

[Stamp/seal required]

AMANDA MEYERS
Notary Public-State of Florida
Commission # HH 693602
My Commission Expires
June 30, 2029

Signature, Notary Public

AFFIDAVIT REGARDING LABOR AND SERVICES
AND CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

Effective July 1, 2024, pursuant to § 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Effective January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the government with an affidavit signed by an officer or representative under penalty of perjury attesting that the entity does not meet any of the following criteria: (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

Effective July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c), § 287.138, Florida Statutes.

Nongovernmental Entity's Name:	JR Evans Engineering P.A.
Address:	9961 Interstate Commerce D. #230 Ft Myers 33913
Phone Number:	239.405.9148
Authorized Representative's Name:	Elizabeth Fountain, P.E., CFM
Authorized Representative's Title:	Senior Vice President
Email Address:	elizabeth@jrevansengineering.com

I, Elizabeth Fountain (Name of Authorized Representative), as authorized representative attest under penalty of perjury that JR Evans Engineering P.A. (Name of Nongovernmental Entity) does not: (1) use coercion for labor or services as defined in § 787.06, Florida Statutes, and (2) the nongovernmental entity is not (a) owned by a government of a foreign country of concern, (b) that a foreign country of concern does not have a controlling interest in the entity, and (c) that the entity is not organized under the laws of or has its principal place of business in a foreign country of concern, all as prohibited under § 287.138, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of authorized representative)

05.05.2026
Date

STATE OF FL
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me, by means of ☑ physical presence or ☐ online notarization this 5th day of May, 2026, by Elizabeth Fountain (Name of Affiant), who produced their FL Driver's License as identification. personally known.
(issuing state)

Notary Public

06.30.2029
Commission Expires

AMANDA MEYERS
Notary Public-State of Florida
Commission # HH 693602
My Commission Expires
June 30, 2029

Personally Known ☑ OR Produced Identification ☐
Type of Identification Produced: _____

Lee County
Southwest Florida

Board of County Commissioners

Kevin Ruane
District One

Cecil L Pendergrass
District Two

David Mulicka
District Three

Brian Hamman
District Four

Trish Petrosky
District Five

Dave Harner, II
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

William B. McKannay, Town Manager
Town of Fort Myers Beach
6231 Estero Blvd.
Fort Myers Beach, FL 33931

May 4th, 2026

RE: Authorization to Execute Contract
Activity: # DR10263

Good afternoon,

The Office of Strategic Resources and Government Affairs (SRGA) has reviewed the complete procurement file and draft contract document for the following activity: Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Project. The procurement file appears to contain the minimum necessary information required by 2 CFR 200 and 88 FR 32046. Lee County's review of the procurement file and draft contract in no way guarantees legal sufficiency or that HUD or any other auditing entity will find the solicitation acceptable or compliant. Subrecipients must also ensure compliance with their local standards, as applicable.

SRGA is hereby authorizing Town of Fort Myers Beach to proceed with execution of the contract with JR Evans Engineering, P.A.

SRGA and its agents are available to participate in any pre-construction meetings to present information on the topics identified above as well as other related information including reporting requirements for Section 3, Davis Bacon and Related Acts, and Minority and Women Business Enterprise (MWBE) goals which are required for this project.

SRGA and the assigned grant manager will coordinate closely with you throughout the design and construction process to monitoring compliance with federal, state, and local requirements and ensure timely completion of work.

Thank you for your continued partnership,

Kevin L. Loucks, Performance Management Analyst
239-533-7366, KLoucks@Leegov.com

Lee County Strategic Resources and Government Affairs
Recovery@leegov.com
Lee-CDBG-DR

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-523**

1. **Request:**

Meeting Date: May 18, 2026

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING A SECOND AMENDMENT TO AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND TIDAL BASIN GOVERNMENT CONSULTING LLC, TO INCORPORATE ADDITIONAL CDBG-DR AND STATE TERMS TO THE SERVICE PROVIDER AGREEMENT FOR DISASTER RECOVERY AND MITIGATION CONSULTING SERVICES ; AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The action is necessary to incorporate additional terms for State and Federal CDBG-DR compliance, and as this was a competitively prrocurd agreement, the amendment is going before the Town Council for approval.

What the action accomplishes:

Incorporate additional terms for State and Federal CDBG-DR compliance.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	William McKannay, Town Manager

5. **Background:**

The Town initially executed a service provider agreement with Tidal Basin Government Consulting, LLC under RFP-23-07-AD to provide disaster recovery financial services, that was approved on February 6, 2023, for services through February 23, 2026. Given that the initial term of the agreement was approaching its expiration date, and that in management's opinion, Tidal Basis had provided excellent disaster recovery financial services to the Town during the entire 3-year period of the initial term of the contract, it was deemed in the best interest of the town to extend the agreement with Tidal Basin through February 23, 2027, by exercising the first of three one-year renewal options.

The agreement requires the Contractor to provide qualified personnel to perform services related to recovery from disasters. These individuals shall have working knowledge of all FEMA Public Assistance Program regulations and Policies and other recovery grants. The contractor shall perform all identified tasks within the scope of work with personnel that meet the assigned position skill set.

The primary scope of work to be provided includes the following:

1. Disaster Recovery Financial Services
During the terms of this contract, the Contractor shall provide all personnel, equipment, and resources necessary to assist the Town in identifying and properly documenting (i) all emergency management and disaster recovery services provided, and all related costs incurred by the Town as a result of any declared and non-declared events, and (ii) all donations and volunteer services received by the Town, in response to emergency management and recovery efforts (Services). The Services performed by the Contractor may, at the direction of the Town, include, but not be limited to the following:
a) Provide personnel to augment recovery capabilities for declared and non-declared events as needed by the Town;

b) If necessary, provide emergency planning, disaster recovery, mitigation planning and program management services required/ requested by the Town;
c) Provide pre-trained specialists under the FEMA Public Assistance Program as needed (including experience with alternative procedures);
d) Prepare with State, FEMA and applicants the scope of work and cost estimates for recovery project worksheets using Category A through G as necessary, and prepare necessary documentation to support the same;
f) Write requests for time extensions to FEMA;
g) Participate in Joint Preliminary Damage Assessments with Federal, State, and local partners;
h) Track and monitor Contractor's own time and activities by project, or as otherwise allowed by Federal guidance for direct administrative, indirect and project management costs;
i) Track progression of all project worksheet versions through closeout;
j) Provide accurate, complete and timely invoices;
k) Provide services in a professional manner at all times;
1) Provide performance/ progress reports to the Town as requested;
m) Provide and gather supporting documentation for grant eligible projects and completing documentation required to receive reimbursement. Such responsibility includes, but is not limited to, processing Requests for Reimbursement, preparing Summaries of Documentation, preparing quarterly reports, performing small project validation, assisting with hazard mitigation application development, and assisting with closeout activities, audits, appeals, and requests for final inspection;
n) The Contractor shall have experience in transitioning cost recovery services from another entity with minimal disruption of services. During a potential transition period the contractor shall meet all Public Assistance deadlines as well as comply with any audit and closeout requirements. These requirements extend to past, current or potential future incidents that may occur prior to the contract award.

2. The Contractor must comply with all FEMA procurement and contracting requirements, including compliance with the Additional Federal Terms and Conditions (Attachment A), FEMA's Super Circular (79. Fed. Reg. 75871) and with 2 CFR, Part 200.317 through Part 200.326.

3. In addition, as needed, the Contractor should be capable to meet all of the Town's needs including but not limited to, the following:
a) Provide disaster recovery, mitigation, planning and program management services required/requested by the Town;
b) Prepare Project Worksheets and Detailed Damage Inspection Reports as required or needed;
c) Make project eligibility determinations, research and maintain documentation to support eligibility;
d) Coordinate with State and Federal Agencies;
e) Work with local government staff to prepare timely Hazard Mitigation Grant Program (HMGP) grant applications;
f Conduct public meetings to assist homeowners with the program requirements;
g) Prepare project Scope of Work and budget;
h) Comply with all grant program mandates and documentation requirements;
i) Conduct financial tracking of program funds and payments;
j) Develop and submit quarterly progress reports to the Town and the State;
k) Assist and facilitate local government staff with the Public Assistance (PA), HMGP, Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), Community Development Block Grant (CDBG) and CDBG-DR, and Economic Development Administration (EDA), Fire Management Assistance Grant program (FMAG), and Pre-Disaster Mitigation (PDM) processes;
l) Provide in-progress reviews as required to keep the Town informed on project progress;
m) Prepare Project Worksheet and grant closeout packages;

n) Review all procurement to ensure eligibility;
o) Track all disaster related expenses and maintain support documentation to justify each expenditure;
p) Assist with integrating mitigation actions into the recovery process, specifically with the use of Section 406 hazard mitigation funds;
q) Obtain data base access to all FEMA and State of Florida Disaster Recovery, specifically FEMA Grants Portal and Florida PA.
r) Provide grant management advice to the Town related to FEMA, Federal, or State agency pass-through grants. The Contractor will review the Town's current record keeping strategy for documentation. The Contractor may be required to provide the Town with pre-disaster assistance in an effort to assess what requirements are needed within the Town to prepare for gathering the needed expenditure data, assign required disaster liaison, and/or any other pre-disaster preparation that may be required. Proposer will assist the affected departments to develop a standard guideline as part of their emergency plans on how reimbursement expenditures are recorded, what type of documentation should be maintained, and provide any other associated services that may be directly related to support recovery costs and reimbursement from appropriate agencies.

At the February 17, 2026 Town Council Meeting, the Town Council approved a First Amendment to the Agreement to extend the agreement for another year and to increase the not-to-exceed total.

This Second Amendment will incorporate provisions from the State of Florida and CDBG-DR programming to ensure grant and funding compliance with Tidal Basin project assistance, and has already been reviewed by Lee County.

Attachments:
1. Final 26-097, Second Amendment to Tidal Basin Agreement CDBG-DR and State Provisions
2. Second Amendment
3. 26-018, Tidal Basin First Amendment for 1 year Renewal Signed
4. Tidal Basin Signed Contract- EXECUTED

Financial Impact:
N/A

6. **Alternative Action**
Do not approve the Second Amendment and provide direction to staff.

7. **Management Recommendations:**
Management recommends the approval of Tidal Basin's second amendment to the agreement.

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison	Created/Initiated - 5/6/2026
Frankie Kropacek, Community Development Director	Approved - 5/6/2026
Conor Nally, Contracts & Procurement Manager	Approved - 5/11/2026
Joe Onzick, Finance Director	Approved - 5/11/2026
nancy stuparich, Town Attorney	Approved - 5/11/2026
Amy Baker, Town Clerk	Approved - 5/12/2026
William McKannay, Town Manager	Final Approval - 5/12/2026

RESOLUTION NO. 26-097

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING A SECOND AMENDMENT TO AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND TIDAL BASIN GOVERNMENT CONSULTING LLC, TO INCORPORATE ADDITIONAL CDBG-DR AND STATE TERMS TO THE SERVICE PROVIDER AGREEMENT FOR DISASTER RECOVERY AND MITIGATION CONSULTING SERVICES ; AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach ("Town") empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town executed a service provider agreement under RFP-23-07-AD with Tidal Basin Government Consulting, LLC ("Contractor"), whereby Contractor will provide the Town with services to assist with ongoing disaster recovery and mitigation consulting services; and

WHEREAS, the Town Council approved the Agreement on February 6, 2023, for services until February 23, 2026; and

WHEREAS, the Town Council approved a First Amendment to the Agreement on February 17, 2026 through Resolution 26-018 to amend the Agreement for a first one-year renewal and added updated standard contract addendum provisions

WHEREAS, the Town is requesting approved of a Second Amendment to the Agreement on amend the Agreement after discussing with Lee County and our grant partners to incorporate additional CDBG-DR and State provisions; and

WHEREAS, approval of a Second Amendment to the Agreement is in the best interest of the residents of Fort Myers Beach as it will provide for the continued delivery of service and funding compliance.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, THAT:

Section 1. That the above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. That the Second Amendment to the Agreement between the Town and Contractor for the provision of disaster recovery and mitigation consulting services as attached and incorporated herein as Exhibit "A" is approved.

Section 3. That the Mayor is authorized to execute the Second Amendment, and the Town Manager is authorized to expend budgeted funds on behalf of the Town as needed.

Section 4. That if any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was adopted by the Town Council upon a motion by _____ and seconded by _____, and upon being put to a roll call vote, the result was as follows:

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
John McLean, Council Member	___

ADOPTED this 18th day of May, 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ___ day of _____ 2026.

SECOND AMENDMENT OF THE AGREEMENT FOR DISASTER RECOVERY AND MITIGATION CONSULTING SERVICES

THIS SECOND AMENDMENT is made and entered into this 18th day of May 2026, by and between the TOWN OF FORT MYERS BEACH, a Florida municipality, hereinafter referred to as the "Town", and TIDAL BASIN GOVERNMENT CONSULTING, LLC., hereinafter referred to as "Contractor", to that certain existing Agreement, dated February 6, 2023 ("Agreement") for the purchase of broad range of consulting services to support its disaster recovery and mitigation efforts, approved by the Town Council of the Town of Fort Myers Beach on February 6, 2023.

WITNESSETH:

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, after execution of the Agreement it was determined that it would be in the best interest of the Town to add subject matter expertise and associated support services for the Town's awarded Community Development Block Grant Disaster Recovery (CDBG-DR) projects that had not initially been accounted for in the original Agreement because the Town had not been awarded this additional disaster recovery funding at the time of solicitation; and

WHEREAS, the Town has determined that services to support CDBG-DR efforts are germane to the Town's disaster recovery and mitigation as fully contemplated in the solicitation; and

WHEREAS, contract provisions required by Lee County as the granting agency for CDBG-DR and the US Department of Housing and Urban Development (HUD) as the funding agency are not contained within the Agreement; and

WHEREAS, the Parties mutually agree to modify the Agreement to fully incorporate such provisions to ensure compliance with Lee County and HUD requirements.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this Second Amendment as follows:

1. Amendment. Effective upon full execution of this Amendment by all Parties, Exhibit E attached hereto and incorporate herein by reference is added to the Agreement and shall have the same force and effect as if set forth in the Agreement in full. The Parties agree to be bound by its terms.

IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto. Each individual signing this Amendment directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Amendment on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding amendment on behalf of such party with respect to the matters contained herein and as stated herein.

Contractor:

_____

Print Name: _____

Company: Tidal basin Government Consulting, LLC.

ATTEST:

_____
Amy Baker, Town Clerk

Town of Fort Myers Beach

_____
Dan Allers, Mayor

APPROVED AS TO FORM & SUFFICIENCY

_____
Vose Law Firm, Town Attorney

RESOLUTION NO. 26-018

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING A FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND TIDAL BASIN GOVERNMENT CONSULTING LLC, TO EXTEND THE TERM OF THE SERVICE PROVIDER AGREEMENT FOR DISASTER RECOVERY AND MITIGATION CONSULTING SERVICES TO FEBRUARY 23, 2027 BY THE EXERCISE OF THE FIRST OF THREE ONE-YEAR RENEWAL OPTIONS; INCORPORATING THE TOWN'S UPDATED STANDARD CONTRACT ADDENDUM PROVISIONS INTO THE AGREEMENT; INCREASING THE TOTAL NOT TO EXCEED BY $700,000; AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT AND THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach ("Town") empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town executed a service provider agreement under RFP-23-07-AD with Tidal Basin Government Consulting, LLC ("Contractor"), whereby Contractor will provide the Town with services to assist with ongoing disaster recovery and mitigation consulting services; and

WHEREAS, the Town Council approved the Agreement on February 6, 2023, for services until February 23, 2026; and

WHEREAS, the Town desires to amend the Agreement for a first one-year renewal, which will extend the term of the Agreement to February 23, 2026; and

WHEREAS, the Town's standard contract addendum provisions have been updated since the execution of the Agreement; and

WHEREAS, to continue the services throughout the next year the total not to exceed amount is requested to increase by $700,000; and

WHEREAS, approval of a First Amendment to the Agreement is in the best interest of the residents of Fort Myers Beach as it will provide for the uninterrupted delivery of service.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, THAT:

Section 1. That the above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. That the First Amendment to the Agreement between the Town and Contractor for the provision of disaster recovery and mitigation consulting services as attached and incorporated herein as Exhibit "A" is approved.

Section 3. That the Mayor is authorized to execute the First Amendment, and the Town Manager is authorized to expend budgeted funds on behalf of the Town as needed.

Section 4. That if any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was adopted by the Town Council upon a motion by Mayor Allers and seconded by Council Member King, and upon being put to a roll call vote, the result was as follows:

Dan Allers, Mayor	Aye
Scott Safford, Vice Mayor	Aye
John R. King, Council Member	Aye
Rebecca Link, Council Member	Aye
VACANT, Council Member	Aye

ADOPTED this 17th day of February 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers
Dan Allers (Feb 19, 2026 09:36:47 EST)

Dan Allers, Mayor

ATTEST:

Amy Baker (Feb 19, 2026 10:55:25 EST)

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

Nancy Stuparich (Feb 18, 2026 14:01:52 EST)

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on Feb 19, 2026.

EXHIBIT A

FIRST AMENDMENT TO THE SERVICE PROVIDER AGREEMENT WITH TIDAL BASIN GOVERNMENT CONSULTING, LLC.

THIS FIRST AMENDMENT is made and entered into this 17th day of February 2026, by and between the TOWN OF FORT MYERS BEACH, a Florida municipality, hereinafter referred to as the "Town", and TIDAL BASIN GOVERNMENT CONSULTING, LLC., hereinafter referred to as "Contractor", to that certain existing Service Provider Agreement, dated February 6, 2023 ("Agreement") for Disaster Recovery Consultant Services as approved by the Town Council of the Town of Fort Myers Beach on February 6, 2023.

WITNESSETH:

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach ("Town") empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the TOWN and CONTRACTOR entered into an AGREEMENT dated February 6, 2023, and attached hereto as Exhibit "A"; and

WHEREAS, the AGREEMENT established an initial term of 3-years with the option to renew such agreement for up to three additional one-year periods; and

WHEREAS, the TOWN has since created and updated a Standard Contract Addendum to incorporate statutorily required provisions into agreements entered into by the Town; and

WHEREAS, the TOWN desires to execute the first of three one-year renewals with the CONTRACTOR with the addition of the Town's Standard Contract Addendum provisions to the AGREEMENT and to increase the contract total not to exceed amount by $700,000.00.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this First Amendment as follows:

1. **Amendment.** This First Amendment amends and supplements the existing Agreement between the parties. In the event of a conflict between the terms and conditions contained in the Agreement and this First Amendment, the terms of this Amendment shall prevail. Attachment A to this First Amendment provides for the Town's Standard Contract Addendum provisions which will hereby be incorporated into this First Amendment.

2. Term. The Agreement is amended to extend the agreement date for an additional one-year period which will expire on February 23, 2027.

3. Payment Obligation. The Agreement not to exceed contract total is increased from $5,000,000.00 by an additional $700,000.00 for a total of $5,700,000.00.

IN WITNESS WHEREOF, the parties have executed and delivered this instrument on the days and year indicated below to bind the parties.

Contractor:

Ryan Buras

Print Name: Ryan Buras

Company: Tidal Basin Government Consulting LLC.

ATTEST:

Amy Baker (Feb 19, 2026 10:55:25 EST)

Amy Baker, Town Clerk

Town of Fort Myers Beach

Dan Allers (Feb 19, 2026 09:36:47 EST)

Dan Allers, Mayor

APPROVED AS TO FORM & SUFFICIENCY

Nancy Dupuich (Feb 18, 2026 14:01:52 EST)

Vose Law Firm, Town Attorney

ATTACHMENT A

TOWN OF FORT MYERS BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

WITNESSETH:

WHEREAS, Section 119.0701, Florida Statue, requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Florida Statue, sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Florida Statue, imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Florida Statues, provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, pursuant to Section 252.505, Florida Statutes, each local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended

on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a $5,000 penalty and damages.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the Town within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

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

(e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

TOWN HALL
6231 ESTERO BLVD
FORT MYERS BEACH, FL. 33931
(239)765-0202
FMBPUBLICRECORDS@FMBGOV.COM

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the Town harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida

Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Lee County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by Town specified in the Agreement shall not be construed as a waiver of Town's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Town in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. Town's performance and obligation to pay under this Agreement is contingent upon an appropriation during the Town's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the Town Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the Town subject to the Town paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the Town as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (I) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with Town for goods or services of any amount may be terminated at the option of Town if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars ($1,000,000) or more, the contract may be terminated at the option of Town if the company is found to have submitted a false certification, 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.

8. Disclosure Requirements for "Foreign Countries of Concern." Contractor shall comply with the disclosure requirements set forth is Section 286.101(3)(a), Florida Statutes, which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), Florida Statutes: "In addition to any fine assessed under [section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fees and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the Town if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the Town and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity

level assessment, after-action reports, etc., which the Town must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The Town has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

14. Taxes. The Town shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the Town is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The Town reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Breach of Agreement for Goods or Services Related to Emergency Response for Natural Disaster Pursuant to Section 252.505, Florida Statutes. Pursuant to Sec. 252.505, Fla. Stat., if Contractor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the agreement.

18. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

Under penalties of perjury, and pursuant to Sec. 92.525, Florida Statue, Contractor declares that Contractor has read the foregoing Paragraph 15 in this Attachment entitled "No Coercion for Labor or Services" and that the facts stated in it are true.

Ryan Buras

Contractor

Resolution 26-018, Tidal Basin First Amendment for 1 year renewal Final for signatures

Final Audit Report 2026-02-19

Created:	2026-02-18
By:	Amy Baker (AMY@FMBGOV.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuB9vN78rIgEvcK-GLlfB0TXd2GnZZk0h

"Resolution 26-018, Tidal Basin First Amendment for 1 year rene wal Final for signatures" History

Document created by Amy Baker (AMY@FMBGOV.COM)
2026-02-18 - 6:57:00 PM GMT

Document emailed to Dan Allers (allersd@fmbgov.com) for signature
2026-02-18 - 6:57:06 PM GMT

Document emailed to Nancy Stuparich (nstuparich@voselaw.com) for signature
2026-02-18 - 6:57:07 PM GMT

Document emailed to Amy Baker (AMY@FMBGOV.COM) for signature
2026-02-18 - 6:57:07 PM GMT

Email viewed by Nancy Stuparich (nstuparich@voselaw.com)
2026-02-18 - 7:01:25 PM GMT

Document e-signed by Nancy Stuparich (nstuparich@voselaw.com)
Signature Date: 2026-02-18 - 7:01:52 PM GMT - Time Source: server

Email viewed by Dan Allers (allersd@fmbgov.com)
2026-02-19 - 2:36:29 PM GMT

Document e-signed by Dan Allers (allersd@fmbgov.com)
Signature Date: 2026-02-19 - 2:36:47 PM GMT - Time Source: server

Document e-signed by Amy Baker (AMY@FMBGOV.COM)
Signature Date: 2026-02-19 - 3:55:25 PM GMT - Time Source: server

Agreement completed.

2026-02-19 - 3:55:25 PM GMT

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this **6 t h** day of **February 2023**, by and between the Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and **Tidal Basin Government Consulting, LLC.** with an address of **400 International Parkway, Suite 300, Lake Mary, Florida 32746** (hereafter "Provider).

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

1. Scope of Services. Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.

2. Term. The term of this Agreement is **3 years** commencing on **February 23, 2023** and terminating on **February 23, 2026.** The initial term of agreement will commence upon execution of the Contract and will continue for a 3-year period. The Town will have the option to renew such agreement through written by Provider for up to three additional one-year periods upon satisfactory performance by Provider.

3. Payment Obligation. The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.

   Provider shall be compensated in accordance with the contract with a not to exceed amount of five million ($5,000,000) dollars. Provider shall provide a written notice when ninety (90) percent of the task order price has been committed or incurred. As part of the notice, Provider shall provide a revised estimate of completing the work if it anticipates exceeding the " not to exceed price". The Provider shall not exceed the rate of $250,000.00 per month without the prior written approval of the Town Manager.

4. Provider's Obligations. The Provider's obligations include, but are not limited to, the following:

   a) *Licensure.* The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.

   b) *Provision of Services.* The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules,

regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.

c) *Non-Waiver.* Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider will in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.

d) *Indemnity and Hold Harmless.* The Provider agrees to indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in providing services under this Agreement.

e) *Non-Public Information.* The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider will require all of its employees and agents to comply with the provisions of this paragraph.

f) *Statutory Duties.* The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder will be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

g) *Disclosure.* The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.

5. Commencement and Completion of Work. The Town will provide written notice to the Provider regarding commencement of services under this Agreement. Time is of the essence in the performance of this Agreement. The Provider agrees to commence work promptly and carry on all services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and complete any of the services and work required hereunder in a timely and diligent manner, the Town may terminate this Agreement, in addition to any other remedies the Town may have.

6. Insurance. The Provider will have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "C". Each Certificate of Insurance must include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider will instruct the issuing company to mail 30 days written notice to the Town of such cancellation.

7. Inclusion of Additional Documents. Any request for bids and/or request for proposal, along with all exhibits or other attachments thereto as issued by the Town, are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C"; Attachment "A".

8. Termination of Agreement. Either party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other, in which case the Town will compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.

9. Assignment, Transfer and Subcontracts. The Provider may not assign or transfer any of its rights, benefits, or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider has the right, subject to the Town's prior written approval, to employ other persons and firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.

10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.

11. Public Records. The following provisions are required by §119.0701, Fla. Stat., and may not be amended. Contractor shall keep and maintain public records required by the Town to perform the services required under this Contract. Upon request from Town's custodian of public records, Contractor shall provide Town with a copy of any requested public records or to allow the requested public 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. Contractor shall 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's term and following completion of the Contract if Contractor does not transfer the public records to Town. Upon completion of the Contract, Contractor may transfer, at no cost, to Town all public records in possession of Contractor or keep and maintain public records required by Town to perform the services required under the Contract. If Contractor transfers all public records to Town upon completion of the Contract, Contractor shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with Town 's information technology systems. The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement, for which, the Town may terminate the Agreement.

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 THE PUBLIC RECORDS AT (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

12. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" are deemed to include its employees, agents, and authorized representatives.

13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.

14. E-Verify. ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

    a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

    b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

    c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

    d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of

this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

15. Prohibition Against Contracting with Scrutinized Companies. By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The Town shall provide notice, in writing, to Contractor of the Town's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

16. Miscellaneous Provisions.

    a) *Applicable Law.* This Agreement is governed by the laws of the State of Florida.

    b) *Non-Discrimination.* The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

    c) *Headings.* The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

    d) *Entire Agreement.* This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.

    e) *Notices.* All notices required under this Agreement must be in writing and sent via U.S. Postal Service, first class mail, to the other party's address as listed at the

beginning of this Agreement. Either party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

BY: _____
Keith Wilkins, INTERIM TOWN MANAGER

ATTEST:

BY: _____
Amy Baker, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Town Attorney

PROVIDER: Tidal Basin Government Consulting, LLC.

BY: _____
Signature

William J. Slater
Printed name of person signing

_____
Witness Signature

Patti Reiter
Printed name of witness

Vice President
Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS ___ DAY OF **February 2023,** BETWEEN THE TOWN AND **Tidal Basin Government Consulting, LLC.** PROVIDER.

1. *SCOPE OF SERVICES*: The Provider will perform the following services under this Agreement:

See Attachment "A"

EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS **6th** DAY OF **February 2023,** BETWEEN THE TOWN AND **Tidal Basin Government Consulting, LLC.** PROVIDER.

PAYMENT OBLIGATION

1. The Town will pay the Provider as follows for all services listed in Exhibit "A":

   See Attachment "B"

2. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows:

   See Attachment "B"

EXHIBIT "C"

INSURANCE: The Provider shall obtain and maintain the following insurance coverages:

a) Workers Compensation Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws;

b) Employer's Liability with a minimum limit per accident in accordance with statutory requirements;

c) Commercial General Liability Insurance with minimum limits of $500,000 per occurrence and $500,000 aggregate for Bodily Injury Liability and a minimum limit of $500,000 for Property Damage Liability, or a minimum combined single limit of $1,000,000.

d) Business Automobile Liability Insurance with minimum limits of $500,000 per person and $500,000 per accident for Bodily Injury Liability and a minimum limit of $500,000 for Property Damage Liability, or a minimum combined single limit of $500,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.

EXHIBIT "D"

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

Access to Records: The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's 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 section 1225 of the Disaster Recovery Act of 2018, the Town 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.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: 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. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ''Manufactured products'' means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Prohibition on Covered Telecommunications Equipment or Services
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d)Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: 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.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

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

Contractors must sign and submit a certification to the Town with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1
"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

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, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

(6) 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.

(7) 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 an 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSITANCE PROGRAM

Applicable Laws - The Town and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Town shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: Project Monitoring (floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(I7)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/Town/permittee/engineering consultant**. The Town's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the Town's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
i. The Town shall provide access to any location or facility on which Town is performing work, or storing or staging equipment, materials or documents.
ii. TheTown shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. The Town shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

made and shall allow the Town, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The Town shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. **Discriminatory Vendors**. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. **Notification**. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

ATTACHMENT A

Section4
Description of Services and Deliverables

The Contractor shall provide qualified personnel to perform services related to recovery from disasters. These individuals shall have a working knowledge of all FEMA Public Assistance Program regulations and Policies and other recovery grants. The contractor shall perform all identified tasks within the scope of work with personnel that meet the assigned position skill set

The Contractor shall not provide any Services until receiving a written notice to proceed from the Town. The Provision of Services will be based on task orders, signed by the Parties, which describes the Services to be provided and specify, with respect to the persons providing those Services, the number of personnel, position descriptions with qualifications, hourly rates, total hours to be expended and the not to exceed amount.

The primary scope of work to be provided to the Town is listed below. However, the Town reserves the right to request any of the services described in Section 4 on an as needed basis. Costs for such requested services will be negotiated according to unit prices contained in Form 1-Price Sheet.

The types of services that may be included, but are not limited to:

1. Disaster Recovery Financial Services

During the terms of this contract, the Contractor shall provide all personnel, equipment, and resources necessary to assist the Town in identifying and properly documenting (i) all emergency management and disaster recovery services provided, and all related costs incurred by the Town as a result of any declared and non-declared events, and (ii) all donations and volunteer services received by the Town, in response to emergency management and recovery efforts (Services). The Services performed by the Contractor may, at the direction of the Town, include, but not be limited to the following:

a) Provide personnel to augment recovery capabilities for declared and nondeclared events as needed by the Town;
b) If necessary, provide emergency planning, disaster recovery, mitigation planning and program management services required/ requested by the Town;
c) Provide pre-trained specialists under the FEMA Public Assistance Program as needed (including experience with alternative procedures);
d) Prepare with State, FEMA and applicants the scope of work and cost estimates for recovery project worksheets using Category A through Gas necessary, and prepare necessary documentation to support the same;;
f) Write requests for time extensions to FEMA;
g) Participate in Joint Preliminary Damage Assessments with Federal, State, and local partners;
h) Track and monitor Contractor's own time and activities by project, or as otherwise allowed by Federal guidance for direct administrative, indirect and project management costs;
i) Track progression of all project worksheet versions through closeout;
j) Provide accurate, complete and timely invoices;
k) Provide services in a professional manner at all times;
1) Provide performance/ progress reports to the Town as requested;
m) Provide and gather supporting documentation for grant eligible projects and completing documentation required to receive reimbursement.Such responsibility includes, but is not limited to, processing Requests for Reimbursement, preparing Summaries of Documentation, preparing quarterly reports, performing small project validation, assisting with hazard mitigation application development, and assisting with closeout activities, audits, appeals, and requests for final inspection;

n) The Contractor shall have experience in transitioning cost recovery services from another entity with minimal disruption of services. During a potential transition period the contractor shall meet all Public Assistance deadlines as well as comply with any audit and closeout requirements. These requirements extend to past, current or potential future incidents that may occur prior to the contract award.

2. The Contractor must comply with all FEMA procurement and contracting requirements, including compliance with the Additional Federal Terms and Conditions (Attachment A), FEMA's Super Circular (79. Fed. Reg. 75871) and with 2 CFR, Part 200.317 through Part 200.326.

3) In addition, as needed, the Contractor should be capable to meet all of the Town's needs including but not limited to, the following:

a) Provide disaster recovery, mitigation, planning and program management services required/requested by the Town;
b) Prepare Project Worksheets and Detailed Damage Inspection Reports as required or needed;
c) Make project eligibility determinations, research and maintain documentation to support eligibility;
d) Coordinate with State and Federal Agencies;
e) Work with local government staff to prepare timely Hazard Mitigation Grant Program (HMGP) grant applications;
f Conduct public meetings to assist homeowners with the program requirements;
g) Prepare project Scope of Work and budget;
h) Comply with all grant program mandates and documentation requirements;
i) Conduct financial tracking of program funds and payments;
j) Develop and submit quarterly progress reports to the Town and the State;
k) Assist and facilitate local government staff with the Public Assistance (PA), HMGP, Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), Community Development Block Grant (CDBG) and CDBG-DR, and Economic Development Administration (EDA), Fire Management Assistance Grant program (FMAG), and Pre-Disaster Mitigation (PDM) processes;
l) Provide in-progress reviews as required to keep the Town informed on project progress;
m) Prepare Project Worksheet and grant closeout packages;
n) Review all procurement to ensure eligibility;
o) Track all disaster related expenses and maintain support documentation to justify each expenditure;
p) Assist with integrating mitigation actions into the recovery process, specifically with the use of Section 406 hazard mitigation funds;
q) Obtain data base access to all FEMA and State of Florida Disaster Recovery, specifically FEMA Grants Portal and Florida PA.
r) Provide grant management advice to the Town related to FEMA, Federal, or State agency pass-through grants. The Contractor will review the Town's current record keeping strategy for documentation. The Contractor may be required to provide the Town with pre-disaster assistance in an effort to assess what requirements are needed within the Town to prepare for gathering the needed expenditure data, assign required disaster liaison, and/or any other pre-disaster preparation that may be required. Proposer will assist the affected departments to develop a standard guideline as part of their emergency plans on how reimbursement expenditures are recorded, what type of documentation should be maintained, and provide any other associated services that may be directly related to support recovery costs and reimbursement from appropriate agencies.

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ATTACHMENT B

Form 1 - Price Sheet

NAME Of CONSULTANT **Tidal Basin Government Consulting, LLC**

Proposal Number **RFP-23-07-AD**

SCHEDULE OF PROPOSED PRICES/RATES

Position	Hourly Rate*
Subject Matter Expert (SME)	$185.00
Project Manager	$195.00
Assistant Project Manager	$165.00
Senior Grant Specialist	$155.00
Grant Specialist	$125.00
Damage/Safety Inspector	$189.75
EOC Support	$165.00
Sr. Engineer	$247.25
Engineer	$155.25
Jr. Engineer	$132.25
EHP Specialist	$185.00
Cost Estimator	$185.00
GIS Specialist	$155.00
Admin. Assistant	$75.00
Anticipated Total NTE	$5,000,000.00

*Travel expenses such as lodging and per diem, should not be part of the hourly rates above, and will follow guidelines established by the US General services Administration (GSA) applicable rates for the area.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-526**

1. **Request:**

Meeting Date: May 18, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE EXISTING AGREEMENT BETWEEN THE TOWN AND GOLDMAN WOLFE, LLC FOR FINANCIAL CONSULTING SERVICES TO INCREASE THE NOT TO EXCEED AMOUNT FROM $197,600 TO $580,000; AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE RETROACTIVE TO SEPTEMBER 15, 2025.

Why the action is necessary:

This action is necessary to ratify the authorization of the continued use of Goldman & Wolfe, LLC. to provide financial consulting services beyond the not-to-exceed amount since September 15, 2025 as a result of the ongoing critical vacancies within the Finance Department, and to authorize the ongoing use of Goldman & Wolfe financial consulting services as needed through September 25, 2026.

What the action accomplishes:

This actions allows the Town to continue critical financial operations despite ongoing vacancies of key finance personnel.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	William McKannay, Town Manager, Joe Onzick, Finance Director

5. **Background:**

The Town Manager on behalf of the Town entered into an agreement with Goldman Wolfe, LLC on June 2, 2025, to provide financial consulting services following the departure of the Town's key finance personnel to ensure the continuity of critical financial operations, including audit support, budget preparation, grant management, month-end close processes, and the timely processing of vendor payments.

The original Agreement provided for payment of services not to exceed $50,000, which was within the Town Manager's authority.

A first amendment to the agreement was approved by Town Council on August 4, 2025, to increase the not-to-exceed amount from $50,000 to $197,600 and to include a penalty of $5,000 for breach of the Agreement during an emergency recovery period as required by Section 252.505, Florida Statutes.

Ongoing vacancies of critical finance positions have necessitated the continued use of Goldman & Wolfe, LLC. resources beyond the not-to-exceed amount since September 15, 2025, totaling approximately $213,700 for services rendered from September 15, 2025 through May 18, 2026, and which have been funded by payroll savings achieved through vacant positions.

Projected ongoing vacancies of critical finance positions necessitate the continued use of Goldman & Wolfe, LLC. resources from May 18, 2026 through September 25, 2026, estimated at $168,700, which may also be funded by projected payroll savings achieved through vacant positions.

This amendment to the existing Agreement retroactive to September 15, 2025 is needed to increase the "not to exceed amount" from $197,600 to $580,000 in order to cover the additional $213,700 of costs already incurred since September 15, 2025 through May 18, 2026, and to cover the additional $168,700 of cost projected to be incurred from May 18, 2026 through September 25, 2026.

Attachments:

1. Revised 26-101, Second Amendment to Goldman Wolfe, LLC Agreement
2. 25-234, First Amendment to Goldman Wolfe, LLC Agreement Signed

Financial Impact:

This resolution increases the not-to-exceed amount of the contract with Goldman & Wolfe, LLC from $197,600 to $580,000 and is funded by savings achieved through payroll vacancies. Services will only be utilized as needed.

6. **Alternative Action**

The Town Council may choose not to approve the continued use of Goldman & Wolfe

7. **Management Recommendations:**

Management supports approval of this increase in the not-to-exceed amount.

8. **Recommended Approval:**

Joe Onzick, Finance Director	Created/Initiated - 5/11/2026
Joe Onzick, Finance Director	Approved - 5/11/2026
nancy stuparich, Town Attorney	Approved - 5/11/2026
Amy Baker, Town Clerk	Approved - 5/12/2026
William McKannay, Town Manager	Final Approval - 5/12/2026

RESOLUTION NUMBER 26-101

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE EXISTING AGREEMENT BETWEEN THE TOWN AND GOLDMAN WOLFE, LLC FOR FINANCIAL CONSULTING SERVICES TO INCREASE THE NOT TO EXCEED AMOUNT FROM $197,600 TO $580,000; AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE RETROACTIVE TO SEPTEMBER 15, 2025.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Town Manager on behalf of the Town entered into an agreement with Goldman Wolfe, LLC on June 2, 2025 ("Agreement"), to provide financial consulting services following the departure of the Town's key finance personnel to ensure the continuity of critical financial operations, including audit support, budget preparation, grant management, month-end close processes, and the timely processing of vendor payments; and

WHEREAS, the original Agreement provided for payment of services not to exceed $50,000, within the Town Manager's authority; and

WHEREAS, the first amendment to the agreement was approved by Town Council on August 4, 2025, to increase the not-to-exceed amount from $50,000 to $197,600 and to include a penalty of $5,000 for breach of the Agreement during an emergency recovery period as required by Section 252.505, Florida Statutes; and

WHEREAS, ongoing vacancies of critical finance positions have necessitated the continued use of Goldman & Wolfe, LLC. resources beyond the not-to-exceed amount since September 15, 2025, totaling approximately $213,700 for services rendered from September 15, 2025 through May 18, 2026, and which have been funded by payroll savings achieved through vacant positions; and

WHEREAS, projected ongoing vacancies of critical finance positions necessitate the continued use of Goldman & Wolfe, LLC. resources from May 18, 2026 through September 25, 2026, estimated at $168,700 which may also be funded by projected payroll savings achieved through vacant positions; and

WHEREAS, an amendment to the existing Agreement retroactive to September 15, 2025 is needed to increase the "not to exceed amount" from $197,600 to $580,000 to cover the additional $213,700 of cost already incurred since September 15, 2025 through May 18, 2026 and to cover the additional $168,700 of cost projected to be incurred from May 18, 2026 through September 25, 2026.

.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FORT MYERS BEACH, AS FOLLOWS:

Section 1. The above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein and are hereby adopted as findings of the Town Council.

Section 2. The Second Amendment to the Agreement, as provided in Exhibit A, is approved.

Section 3. This Resolution shall take effect retroactive to September 15, 2025 upon its adoption by the Town Council of the Town of Fort Myers Beach.

The foregoing Resolution was adopted by the Town Council upon a motion by Council Member King and seconded by Council Member Safford and upon being put to a roll call vote, the result was as follows:

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Councilmember	___
Rebecca Link, Councilmember	___
John Mclean, Councilmember	___

ADOPTED this 18th day of May 2026, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

EXHIBIT A

SECOND AMENDMENT TO SERVICE AGREEMENT
GOLDMAN WOLFE

THIS SECOND AMENDMENT is made and entered into this 18th day of Mary 2026, by and between the TOWN OF FORT MYERS BEACH, a Florida municipality, hereinafter referred to as the "Town", and Goldman Wolfe, hereinafter referred to as "Contractor", to that certain existing Services Agreement, dated May 30, 2025 ("Agreement") for ongoing financial consulting services as approved by the Town Council of the Town of Fort Myers Beach on August 4, 2025, and as amended by the Town Council of the Town of Fort Myers Beach on August 4, 2025.

.

WITNESSETH:

WHEREAS, ongoing vacancies of critical finance positions have necessitated the continued use of Goldman & Wolfe, LLC. resources beyond the not-to-exceed amount since September 15, 2025, totaling approximately $213,700 for services rendered from September 15, 2025 through May 18, 2026, and which have been funded by payroll savings achieved through vacant positions; and

WHEREAS, projected ongoing vacancies of critical finance positions necessitate the continued use of Goldman & Wolfe, LLC. resources from May 18, 2026 through September 25, 2026, estimated at $168,700 which may also be funded by projected payroll savings achieved through vacant positions; and

WHEREAS, an amendment to the existing Agreement retroactive to September 15, 2025 is needed to increase the "not to exceed amount" from $197,600 to $580,000 to cover the additional $213,700 of cost already incurred since September 15, 2025 through May 18, 2026 and to cover the additional $168,700 of cost projected to be incurred from May 18, 2026 through September 25, 2026.

WHEREAS, approval of this Second Amendment to provide for continuous uninterrupted municipal financial consulting service is in the best interest of the Town and its residents.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this Second Amendment as follows:

1. Amendment. This Second Amendment amends and supplements the existing Agreement and its First Amendment between the parties. In the event of a conflict between the terms and conditions contained in the Agreement, the First Amendment and this Second Amendment, the terms of this Amendment shall prevail.

2. Available Funding. The Agreement is retroactively amended to September 15, 2025 to provide that total payment for financial consulting services shall not exceed $580,000 in FY 2025 and FY 2026.

IN WITNESS WHEREOF, the parties have executed and delivered this instrument on the days and year indicated below to bind the parties.

Contractor:

_____

Print Name: _____

Company: Goldman Wolfe, LLC

ATTEST:

_____
Amy Baker, Town Clerk

Town of Fort Myers Beach

_____
Dan Allers, Mayor

APPROVED AS TO FORM & SUFFICIENCY

_____
Vose Law Firm, Town Attorney

RESOLUTION NUMBER 25-234

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE EXISTING AGREEMENT BETWEEN THE TOWN AND GOLDMAN WOLFE, LLC FOR FINANCIAL CONSULTING SERVICES: 1) TO INCREASE THE NOT TO EXCEED AMOUNT FROM $50,000 TO THE BUDGETED AMOUNT OF $197,600; AND 2) TO ADD A $5,000 STATUTORY CONTRACTUAL PENALTY IN THE EVENT OF BREACH OF THE AGREEMENT DURING AN EMERGENCY RECOVERY PERIOD TO THE TERMS OF SERVICE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Town Manager on behalf of the Town entered into an agreement with Goldman Wolfe, LLC on June 2, 2025 ("Agreement"), to provide financial consulting services following the departure of the Town's key finance personnel to ensure the continuity of critical financial operations, including audit support, budget preparation, grant management, month-end close processes, and the timely processing of vendor payments; and

WHEREAS, the Agreement provided for payment of services not to exceed $50,000, within the Town Manager's authority; and

WHEREAS, additional financial consulting service is needed as new staff are added to the Finance Department and existing processes are updated; and

WHEREAS, to date service from Goldman Wolfe, LLC has been exemplary and it is in the best interest of the Town of Fort Myers Beach to continue to receive financial consulting services; and

WHEREAS, amendments to the existing Agreement are needed to increase the "not to exceed amount" for continued service and include a penalty for breach of the Agreement during an emergency recovery period as required by Section 252.505, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FORT MYERS BEACH, AS FOLLOWS:

Section 1. The above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein and are hereby adopted as findings of the Town Council.

Section 2. The First Amendment to the Agreement, as provided in Exhibit A, is approved.

Section 3. This Resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

The foregoing Resolution was adopted by the Town Council upon a motion by Council Member King and seconded by Council Member Safford and upon being put to a roll call vote, the result was as follows:

Dan Allers, Mayor	Aye
Jim Atterholt, Vice Mayor	Aye
John R. King, Councilmember	Aye
Scott Safford, Councilmember	Aye
Karen Woodson, Councilmember	Aye

ADOPTED this 4th day of August 2025, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers
Dan Allers (Aug 12, 2025 16:24:16 EDT)
Dan Allers, Mayor

ATTEST:

Amy Baker (Aug 18, 2025 08:47:56 EDT)
Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

Nancy Stuparich
Nancy Stuparich (Aug 13, 2025 08:38:55 EDT)
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: Aug 18, 2025.

EXHIBIT A

FIRST AMENDMENT TO SERVICE AGREEMENT
GOLDMAN WOLFE

THIS FIRST AMENDMENT is made and entered into this 4th day of August 2025, by and between the TOWN OF FORT MYERS BEACH, a Florida municipality, hereinafter referred to as the "Town", and Goldman Wolfe, hereinafter referred to as "Contractor", to that certain existing Services Agreement, dated May 30, 2025 ("Agreement") for ongoing financial consulting services as approved by the Town Council of the Town of Fort Myers Beach on August 4, 2025.

.

WITNESSETH:

WHEREAS, the services provided by Contractor under the Agreement to date have been beneficial to the Town, and as a result, the parties desire to continue service into the future, necessitating the need to amend the "not to exceed $50,000" language in the Agreement to provide for payment of additional future services; and

WHEREAS, as of July 1, 2025, the Florida Legislature amended Section 252.505, Florida Statutes to require a penalty and damages of $5,000 for any breach of an agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency); and

WHEREAS, approval of this First Amendment to provide for continuous uninterrupted municipal financial consulting service is in the best interest of the Town and its residents.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this First Amendment as follows:

1. Amendment. This First Amendment amends and supplements the existing Agreement between the parties. In the event of a conflict between the terms and conditions contained in the Agreement and this First Amendment, the terms of this Amendment shall prevail.

2. Available Funding. The Agreement is amended to provide that total payment for financial consulting services as shall not exceed $197,600 in FY 2025 and FY 2026.

3. Breach During Emergency Recovery Period. The Terms and Conditions Agreement attached to the Agreement as Exhibit A is hereby amended to include the following term:

Pursuant to Section 252.505, Florida Statutes, if the Contractor breaches this Agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this instrument on the days and year indicated below to bind the parties.

Contractor:

_____

Print Name: _____

Company: Goldman Wolfe, LLC

ATTEST:

Amy Baker (Aug 18, 2025 08:47:56 EDT)

Amy Baker, Town Clerk

Town of Fort Myers Beach

Dan Allers (Aug 12, 2025 16:24:16 EDT)

Dan Allers, Mayor

APPROVED AS TO FORM & SUFFICIENCY

Nancy Stuparich (Aug 13, 2025 08:38:55 EDT)

Vose Law Firm, Town Attorney

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-512**

1. **Request:**

Meeting Date: May 18, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING 1) CROWDERGULF JOINT VENTURE, INC., 2) T.F.R ENTERPRISES, INC., AND 3) SOUTHERN DISASTER RECOVERY VENDOR AS THE MOST RESPONSIVE AND QUALIFIED FIRMS AS RECOMMENDED BY THE TOWN MANAGER AND SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSES RECEIVED TO RFP-26-11-ES FOR FORT MYERS BEACH DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES; AUTHORIZE THE TOWN MANAGER OR DESIGNEE TO NEGOTIATE WITH THE QUALIFIED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Per Ordinance 26-06 competitively procured solicitations are required to be brought before the Town Council for acceptance and authorizing the Town Manager or his Designee to negotiate.

What the action accomplishes:

Allows the Town Manager or designee to initiate negotiations with these firms if authorized and bring back a negotiated agreements for approval by the Town Council.

2. **Agenda:**
ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**
Resolution

4. **Submitter of Information:**
Thomas Yozzo, Emergency Services Director, Jeff Hauge, Community Services Director, Conor Nally, Contracts & Procurement Manager

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5. **Background:**

From the Request for Proposals: ***The Town of Fort Myers Beach seeks to contract a qualified Vendor(s) to provide a variety of disaster recovery related services for Fort Myers Beach, Florida. Services will be provided on an as-needed basis. No minimum amount of work is guaranteed. Not all tasks will be assigned for all events. Services shall include but are not limited to: Large- and small-scale debris removal projects, separation, staging, disposal, demolition work, vegetative and construction and demolition debris removal, hazardous waste handling, hazardous tree trimming and removal, stump grinding and removal, sand removal from roads, streets, and rights-of-way, and all additional scopes of work as described herein.***
The Town anticipates the award of one primary contract and one secondary standby contract as a result of this Request for Proposals, including the designation of a Primary Debris Removal Operations Contractor and a Secondary standby Debris Removal Operations Contractor. The Primary Contractor will be utilized at the Town's discretion, with the Secondary standby Contractor available for activation as needed based on event magnitude, operational capacity, timeline requirements, or at the direction of the Town. No minimum amount of work is guaranteed to either Contractors.

On March 16, 2026, the Town issued RFP-26-11-ES for Disaster Debris Removal and Disposal Services. Repsonses were due on April 16, 2026, in which the town received 14 proposals, of which 2 were incomplete.

In accordance with the Town of Fort Myers Beach Purchasing Ordinance 26-06 the Selection Advisory Committee (SAC) consisting of a minimum of three members, may be established for the purpose of evaluating bids submitted to the Town. All members of the SAC are prohibited from speaking, answering questions or having contact with any potential bidder. The SAC will review the bid and response materials prior to the SAC meeting. The committee evaluates each firm's qualifications based on past experience, express understanding of the project and proposed method of handling the project and any other criteria included for evaluation.

The Town's SAC, consisting of the Deputy Town Manager, Community Services Director, and Community Development Director, was established for the purpose of evaluating the Request for Proposals received by the Town, and met on the 27th day of April 2026 to evaluate each firm's proposals. At the noticed public meeting, the firms were evaluated based upon the established criteria within the Request for Proposals document and the SAC members recommended the top 3 ranked firms to the Town Manager. The Town Manager, after reviewing the SAC recommendations, has forwarded this to the Town Council for consideration during a regularly scheduled meeting. The Town Council is requested to review the rankings and qualifications of the firms and vote to accept, reject or modify the rankings by the Town Manager. The Town Council is requested to direct the Town Manager or designee to initiate negotiations with the top 2 firms if authorized.

Attachments:

1. 26-099 Accepting rankings for RFP-26-11-ES Disaster Debris Removal and Disposal Services
2. CrowderGulf Joint Venture, INC. Proposal
3. T.F.R Enterprises, INC. Proposal
4. Southern Disaster Recovery Proposal

Financial Impact:

These services are on an as-needed basis and may be partially or fully funded by FEMA and FDEM, with any remaining portion to be funded by the Emergency Fund Reserve.

6. **Alternative Action**

Do not accept the recommendations and rebid the solicitation.

7. **Management Recommendations:**

Accept the recommendation and authorize the Town Manager to negotiate an agreement with the top 2 firms as primary and secondary stand-by vendors.

8. **Recommended Approval:**

Conor Nally, Contracts & Procurement Manager	Created/Initiated - 5/7/2026
Joe Onzick, Finance Director	Approved - 5/8/2026
nancy stuparich, Town Attorney	Approved - 5/8/2026
Amy Baker, Town Clerk	Approved - 5/8/2026
William McKannay, Town Manager	Final Approval - 5/8/2026

RESOLUTION NUMBER 26-099

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING 1) CROWDERGULF JOINT VENTURE, INC., 2) T.F.R ENTERPRISES, INC., AND 3) SOUTHERN DISASTER RECOVERY VENDOR AS THE MOST RESPONSIVE AND QUALIFIED FIRMS AS RECOMMENDED BY THE TOWN MANAGER AND SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSES RECEIVED TO RFP-26-11-ES FOR FORT MYERS BEACH DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES; AUTHORIZE THE TOWN MANAGER OR DESIGNEE TO NEGOTIATE WITH THE QUALIFIED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach ("Town") empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town of Fort Myers Beach is seeking to find primary and secondary firms to provide all labor, equipment and materials necessary to perform Disaster Debris Removal and Disposal Services; and

WHEREAS, the Town of Fort Myers Beach solicited an RFP in March 2026 to receive proposals for Disaster Debris Removal and Disposal Services; and

WHEREAS, the Town received proposals from twelve (12) firms, Aftermath Disaster Recovery, CrowderGulf Joint Venture, INC., CTC Disaster Response, INC., DRC Emergency Services, LLC., Dynamic Group, LLC., Grubbs Emergency Services, LLC., Phillips Environmental, LLC., Rapid Response Disaster Services, LLC., Southern Disaster Recovery, T.F.R Enterprises, INC., Terry Tree Service, LLC., United Freight Services, LLC., and the Selection Advisory Committee met on April 27, 2026, and unanimously recommended to the Town Manager the top three ranked firms of CrowderGulf Joint Venture, INC., T.F.R Enterprises, INC., and Southern Disaster Recovery ; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true, correct, incorporated herein by this reference, and adopted as the legislative and administrative findings of the Town Council.

Section 2. The Town Council hereby awards primary and secondary contracts, authorizes the Town Manager to negotiate and prepare an agreement for the services included within the proposal subject to legal review, and authorize the Town Manager to execute the agreement.

Section 3. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was adopted by the Town Council upon a motion by _____ and seconded by _____ and upon being put to a roll call vote, the result was as follows:

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
John Mclean, Council Member	___

ADOPTED this ___ day of May 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH SOLELY:

_____
Vose Law Firm, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

ELECTRONIC via DemandStar



CROWDER GULF

Town of Fort Myers Beach, FL

RFP No. 26-11-ES for Disaster Debris Removal and Disposal Services

Thursday,
April 16, 2026 @ 2:00 PM

Please direct all inquiries to
the Disaster Administration Office located in Mobile, AL

Ashley Ramsay-Naile, President

Disaster Administration Office
5629 Commerce Blvd. E
Mobile, AL 36619

Phone 800-992-6207
Fax 251-459-7433
jramsay@crowdergulf.com
www.crowdergulf.com

Tax ID: 01-0626019
Sam UEI Number: TTNUYNSBDQU4
FL GC License #CGC1532476



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Town of Fort Myers Beach, FL

RFP 26-11-ES for Disaster Debris Removal and Disposal Services

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CROWDER GULF

1.3 Transmittal Letter



Town of Fort Myers Beach, FL

RFP 26-11-ES for Disaster Debris Removal and Disposal Services

CROWDER GULF

ADMINISTRATIVE OFFICE
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

April 14, 2026

Town of Fort Myers Beach,
Conor Nally, Contracts & Procurement Manager
6231 Estero Blvd.
Fort Myers Beach, FL 33931

Submitted Electronically via demandstar.com

Re: RFP 26-11-ES Disaster Debris Removal and Disposal Services

CrowderGulf is pleased to submit the enclosed proposal as a firm and irrevocable offer in response to the bid referenced above. We want to express our desire to enter into an agreement with the Town of Fort Myers Beach for Disaster Debris Removal Services. We believe we are the best company to provide the **Town** the requested services based on our personal experience within the Town and capabilities as synopsized below and demonstrated in the attached proposal.

CrowderGulf is a national full-service debris management firm with over fifty-five (55) years' experience in helping communities like the **Town of Fort Myers Beach** recover from disasters. Having managed successful debris clean-up operations in sixteen (16) states, **including Florida**, we have developed one of the most capable recovery management teams in the Country. Our disaster experience includes the completion of **over six hundred (600) disaster recovery projects** and success in removing, reducing and disposing of **over four hundred twenty-five (425) million cubic yards of debris** and is testament to our ability to meet the scope of work established by the **Town.**

Highlights of Past Projects in Florida

- 2024 Hurricane Milton – 34 Activations - $256,683,711 Invoiced and 7,466,198 Cubic Yards Removed
- 2024 Hurricane Helene – 23 Activations - $161,323,761 Invoiced and 4,996,939 Cubic Yards Removed
- 2022 Hurricanes Ian & Nicole – 44 Contracts Activated- 62 DMS Managed- $412,363,005 – 19,160,671 Total Cubic Yards
- 2018 Hurricane Michael (FL, GA) – 16 Activations - $252,281,133 Invoice Amount – 12,256,345 Total Event Cubic Yards
- 2017 Hurricane Irma – American Public Works Association – **2018 Contractor of the Year** (City of Punta Gorda, FL)
- 2017 Hurricanes Irma and Harvey – Completed 91 Activations across 3 States (FL, TX, GA)
- 2016 Hurricane Michael (SC, FL, VA, NC, GA) - 39 Contracts Activated - $82,267,725 Invoice Amount - 5,675,560 Total Event Cubic Yards

Proven History and Performance with Contingency Plans and Logistical Challenges – specific to the Town of Fort Myers Beach

CrowderGulf has had the privilege of working with the Town of Fort Myers Beach over the past 10 years. Our team brings specific knowledge of the area and citizens and issues that may arise. CrowderGulf has a proven track record in the local area under the most extreme and challenging circumstances. We have highlighted planning and operations that separate the CrowderGulf Team from many of our competitors.

Marine Contingency Planning: A key differentiator for us is our ability to pivot operations if infrastructure fails. While Fort Myers Beach retained bridge access, we have a proven, immediate contingency plan to mobilize marine equipment and barge debris operations if bridges ever become inoperable. We successfully demonstrated this exact marine capability right next door on Sanibel Island during this same storm, proving we can keep operations moving regardless of bridge status.

Barrier Island Logistics: Moving the large amount of debris off a 2.3-square-mile island required precision traffic control and complex coordination, especially dealing with Estero Blvd traffic. We managed massive heavy equipment density in a highly compressed area without shutting down ongoing residential recovery.

Sand Screening Operations: Running full-scale sand collection and mechanical screening at night on severely eroded beaches was a massive undertaking. We successfully returned clean sand to the ecosystem while navigating strict environmental constraints for nesting sea turtles and migratory birds—maintaining full compliance with zero environmental violations.

CrowderGulf Management Team
CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and qualified Debris Specialists with 55+ years of training and "boots on the ground" field experience. You will find our team fully knowledgeable in all aspects of debris clean-up from operational methodology to quality control and FEMA public assistance reimbursements. We recognize that an efficient, orderly and safe debris management operation can only be achieved by experienced on-site personnel. Our key management and field staff have obtained numerous FEMA and OSHA certifications in emergency management, safety and environmental compliance and remain with you from contract activation to closeout.

The knowledge and experience of the CrowderGulf management team, coupled with our personal inventory of heavy equipment and a large cadre of dedicated subcontractors, has meant that every project has been completed successfully and within contract timelines. **Our team is dedicated to following FEMA Public Assistance Program and Policy Guidelines and meeting 2 CFR requirements.** Our experience enables us to assemble uniquely trained and experienced project teams and match specialized equipment and resources with project execution requirements. We believe training and pre-planning are keys to a successful debris removal operation. CrowderGulf provides **pre-planning** and **training** to our clients **free of charge** throughout the contract term.

Local Florida Team
CrowderGulf is committed to responding to any event in the **Town** regardless of size or type, with utmost promptness. **Don Madio, Florida Regional Director**, is a seasoned member of the CrowderGulf team. He is a long time Florida resident and has first-hand experience working disaster declarations within the State of Florida. He recently managed multiple contracts after Hurricanes Michael and Irma devastated the State. In addition, **Joe Hayes, Project Manager and Regional Manager** has been assigned to meet the needs and requests of the **Town** throughout the year. Both he and Don can provide valuable knowledge and experience with an inherent commitment and dedication to the **Town** Don Madio can be reached at 813-285-8749 or dmadio@crowdergulf.com and Joe Hayes can be reached at jhayes@crowdergulf.com. You may also contact the CrowderGulf Disaster Assistance office at 1-800-992-6207.

Financial strength is one of the most important aspects for the **Town** to consider when selecting a debris contractor. Following a major disaster, the **Town's** financial burdens could be substantial. It is important to have a financially strong disaster-experienced contractor, such as CrowderGulf, that will work to get the job completed, regardless of any delays in invoice payments.

CrowderGulf's financial stability is solid and reliable and over the years we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly. This ensures that we can provide the very best subcontractors for the **Town** and that we are able to secure additional qualified subcontractors to fulfill any concurrent contracts. CrowderGulf has always met all financial obligations without interruption.

AGGREGATE BONDING CAPACITY	**$ 1,000,000,000**
SINGLE BONDING CAPACITY	**$ 250,000,000**
OTHER AVAILABLE FUNDING	**$ 150,000,000**

CrowderGulf maintains ***all required insurances*** such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Additional information regarding insurance has been presented with our proposal response.

CrowderGulf has encountered and successfully handled everything within the Town's Scope of Work identified in the RFP. This includes removal of eligible disaster-related vegetation, construction & demolition (C&D), hazardous waste, white goods, e-goods, stump removal, marine debris removal, debris reduction and disposal etc. Details of our abilities are summarized in our Past Performance in the attached proposal.

We greatly appreciate the opportunity to submit this proposal. **We assure you that our professional disaster debris team will exceed the expectations of the Town.** We will be pleased to provide any additional information that would assist the **Town** in its deliberations and look forward to your favorable response.

As the President of CrowderGulf, I attest that this proposal is presented in fairness and in good faith without collusion or fraud and I, Ashley Ramsay-Naile, have the authority to bind CrowderGulf in all transactions relative to the award of **RFP 26-11-ES Disaster Debris Removal and Disposal Services.** In addition, Reid Loper, Senior Vice President, also has the authority to bind the company.

Best Regards,



Ashley Ramsay-Naile, President
jramsay@crowdergulf.com / knoll@crowdergulf.com



A. Experience and References



Town of Fort Myers Beach, FL

RFP 26-11-ES for Disaster Debris Removal and Disposal Services

A. Experience and References

CrowderGulf is a national, full-service debris management company, with over five decades of experience, helping communities, like the Town of Fort Myers Beach recover quickly and efficiently from natural and man-made disasters. Our legacy began in 1969, when brothers John and Woodie Ramsay, joined local contractors to help clean up Biloxi, Mississippi after Hurricane Camille.

The brothers built their business on hard work, integrity, and community service. In 1984, their operations expanded under Gulf Equipment Corporation, a licensed General Contractor in seven Southeastern states. The company developed three divisions: tower erection, construction, and disaster debris management.

CrowderGulf was formally established in 2002 by John Ramsay, as a dedicated disaster debris management firm. His commitment to honesty, reliability, and client respect, along with his extensive knowledge and experience in disaster debris cleanup, laid the foundation for a highly qualified team. Today, under the leadership of President Ashley Ramsay-Naile, CrowderGulf continues to grow through strong management, deep industry knowledge, and a relentless focus on service excellence.

Proven Performance

- **Zero defaults**: Never failed to meet and complete contract obligations or defaulted on a contract
- **Experienced leadership**: Dedicated, highly skilled Project Management Team remains with each project from start to finish
- **Expert personnel**: Extensive cadre of trained disaster debris professionals with experience managing simultaneous, multi-location contracts
- **Historic reliability**: Simultaneous project execution after every major hurricane since 1969
- **FEMA success**: Over 600 FEMA-funded disaster recovery projects completed
- **Massive impact**: Over 425 million cubic yards of debris removed, managed, and disposed
- **Waterway expertise**: Industry leader in waterway debris removal from New Jersey to Texas

CrowderGulf has responded to hundreds of contract activations, each with its own unique challenges. Our experience spans hurricanes, floods, tornadoes, and other catastrophic events, giving us the confidence and capability to meet the full Scope of Work outlined in this RFP.

Operational Excellence

- **Rapid response capability**: $250+ million in company-owned and leased equipment
- **Robust planning**: Proven, adaptable Debris Management Plan refined after every event
- **Quality assurance**: “Clean as You Go” policy reinforced through rigorous quality control
- **Client support**: Unlimited technical guidance, training, and FEMA-compliant documentation at no cost

Regulatory Compliance

We complete all disaster recovery work in full compliance with local, state, and federal regulations. Our commitment to regulatory excellence has earned CrowderGulf a reputation for integrity, dependability, and reliability.

Partnership and Preparedness

CrowderGulf is committed to working collaboratively with Client’s personnel to ensure seamless debris removal operations. We provide tailored preparedness training and technical guidance —**at no cost to the Client**—throughout the contract term. Our team will deliver:

Company Integrity

CrowderGulf maintains the highest standards of integrity and professionalism. While operating in a complex industry can present some exposure, our record demonstrates exceptional diligence:

- **No criminal convictions** against the company, its owners, or officers.
- CrowderGulf has **never been terminated or debarred** from any contract.
- **CrowderGulf has no open lawsuits or litigation.**
- **Zero suits, liens, judgments, or bankruptcy proceedings.** Confirmed by Dun & Bradstreet
- Minimal historical litigation, none of significance
- CrowderGulf affirms that **no conflicts of interest exist** between the company, its ownership, officers, management, or staff and the client at this time.

Core Emergency Response & Recovery Capabilities

- **Emergency Road Clearance (PUSH):** Launch within **12–24 hours** of NTP to reopen priority corridors for EMS, police, fire, hospitals, EOCs, and utilities; CG management in your EOC within **≤12 hours**.
- **Right-of-Way (ROW) Debris Removal:** Sectorized deployment with certified trucks; "Clean as You Go" QC; daily progress reviews and re-sectoring to maintain pace and coverage.
- **Debris Management Sites (DMS): Site selection, permitting, construction, operation, and restoration**—including dual-gate traffic, FEMA/OSHA-compliant inspection towers, lined hazardous materials zone, segregated debris streams, and 24/7 operations as authorized. **DMS operational ≤72 hours.**
- **Debris Reduction & Recycling:** Chipping/grinding and air curtain incineration as permitted, with typical reduction ranges of ~**75%** (grinding) and ~**95%** (incineration); recycling of metals and other materials where cost-effective.
- **Final Disposal:** Transport to approved facilities in full compliance with local, state, and federal regulations; tipping fees can be passed through items as required.

Specialized Collection, Hazard Streams & Field Services

- **Private Property Debris Removal (PPDR):** Upon FEMA/State/Local authorization for immediate threats; full eligibility documentation and cradle-to-grave records.
- **Demolition of Condemned Structures:** Permitting, safety planning, controlled demo, debris sorting, and disposal in compliance with applicable regulations.
- **White Goods & E-Waste:** Degassing/fluids removal and proper handling/disposal of appliances and electronics.
- **Household Hazardous Waste (HHW) & Hazardous Materials:** Segregation, containment (lined hazmat area at DMS), over-pack and stabilization, compliant transport and disposal.
- **Abandoned Vehicles & Vessels:** Verification of ownership, removal from land or water, secure storage as required, full chain-of-custody documentation.

Waterway & Marine Expertise (Coastal and Inland)

- **Waterway Debris Removal:** Boats, barges, knuckle-boom/long-reach equipment, and manual crews for sensitive wetlands; amphibious/low ground-pressure methods to minimize disturbance.
- **Sonar Scanning & Hydrographic Support:** Side-scan sonar, underwater photo/video to locate, document, and remove submerged debris; methods adopted as best practice on major programs.

- **Shoreline Restoration & Marine Construction:** Sand screening (beaches and public spaces), berms, riprap, gabions, geo-webs, bulkheads, retaining walls; dredging, pile driving, pier/bulkhead replacement, marine salvage.

Hazardous Tree/Limb Removal & Arborist Program (ANSI A300)

- **Hazard Tree Operations:** Leaners, hangers, stump extraction per FEMA guidance; stump hole backfill and restoration.
- **Certified Arborists:** In-house oversight; utility coordination for ROW/easements; compliance with reimbursement criteria.

Additional Services Portfolio

- **Environmental & Infrastructure:** Levee construction; Land clearing & site preparation; Bio-mass recycling.
- **Restoration & Construction**: Park restoration; historic property preservation; wetlands restoration; utility and road work.
- **Aerial & Survey Technologies**: Enterprise-grade drones integrated with advanced mapping and GNSS/RTK receivers for centimeter-grade positioning; used for aerial damage assessment, volumetrics, linear easement/waterway mapping, and FEMA documentation.

Documentation, Technology & FEMA Reimbursement Support

- **ADMS/E-Ticketing:** End-to-end workflow (truck certification → load tickets → reconciliation → invoice) with daily dashboards by sector; 7–10-year records retention for audit.
- **Data Integrity & Reporting:** Georeferenced imagery, volumetric models (drones + RTK), and standardized production reports for faster closeout.
- **Reimbursement Specialists:** Former **FEMA Regional/Deputy Directors, Emergency Managers,** and PA experts embedded to guide eligibility, policy application, and documentation.

CrowderGulf operates 365 days a year and is a nationwide company. Our deep bench of services and capabilities enables us to provide our clients with a comprehensive debris management program. Every step is led by a dedicated in-house CrowderGulf Project Manager (not a subcontractor) and powered by proven operational controls that accelerate recovery and protect FEMA reimbursement—delivering the continuity, reliability, and peace of mind your community deserves. Below you will find a snapshot of the disasters we have responded to over the past five years. Additional information on our past performance can be found in later sections of this proposal response.

Five Years of Successful Experience					
Year	**Hurricanes & Storm Disasters**	**Simultaneous Contract Activations**	**# of DMS Managed**	**Invoice Amt**	**Approx. Cubic Yards (CY)**
2025	Ice Storm, Straight Line Winds, Floods	6	6	$3,927,567	47,693
2024	Hurricanes Milton, Helene, Francine, Beryl, Debby, & Straight-Line Winds, Severe Storms	89	138	$463,372,637	18,750,966
2023	Hurricane Idalia; Ice Storm, Tornados,	19	8	$34,270,393	2,003,207
2022	Hurricanes Ian & Nicole, Severe Storms	45	82	$413,321,806	19,454,567
2021	Hurricanes Ida, Nicholas; Tornados, Storms	25	26	$56,594,407	2,772,654
2020	Hurricanes Laura, Sally, Zeta; Tropical Storm (TS) Cristobal, Hanna, Tornados	39	91	$572,126,410	32,237,626

References Within the Past 10 Years

2022 Hurricane Ian – Lee County, FL

Time Period: *09/30/2022-10/31/2023*

Funding Source: *FEMA DR-4673-FL*

Amount Invoiced: *$136,279,075*

Volume Removed: *8,135,961 Cubic Yards*

Number of DMS Managed: *18*

Lee County Contact Information:

Kylar Johnson, Public Utilities Manager
1500 Monroe St., Fort Myers, Florida 33901
O: (239) 533-8000, C: (239) 672-0195
Email: Kjohnson2@leegov.com

CrowderGulf Key Personnel:

Joe Hayes – Regional Manager
Don Madio – Regional Director
Nick Pratt – Director of Operations

Lee County
Southwest Florida

In the late afternoon hours of September 28th, 2022, Hurricane Ian made landfall in Cayo Costa, Florida as a later recategorized Category 5 hurricane: slamming into the Southwest Florida coastline with a fifteen-foot wall of surge and wind speeds more than 160 mph. The resulting operational environment, emergent challenges, and overwhelming austerity of the devastated coastline set the stage for a historic response in the wake of this catastrophic storm. Ian's fatal surge, paired with its relentless winds, claimed over 160 lives and caused over 112 billion dollars in damage: making it the second deadliest storm on record, and the costliest storm to ever make landfall in the State of Florida.

In the days leading up to landfall of Hurricane Ian, CrowderGulf senior staff and key members of the Lee County Solid Waste Department established communication and began high level communication and coordination on a potential debris mission related to Ian. Relying on a longstanding relationship, and a comprehensive framework of planning and preparation methodically structured by year-round coordination and successful past performance, both Lee County and CrowderGulf prepared for an imminent large-scale response.

CrowderGulf's Senior Project Manager reported to the Lee County Emergency Operations Center in the early morning hours following the storm and immediately began conducting aerial damage assessments with the Lee County Sheriff's Office Aviation Unit. Upon approach over coastal Lee County and the barrier islands, the devastating impacts of Ian's pounding surge and blistering winds were clear, leaving the coastline etched with truly catastrophic destruction. Multiple coastal bridges experienced catastrophic failures because of the historic surge, leaving entire spans of the Sanibel Causeway in collapse and the Matlacha Pass Bridge washed into the coastal waters, taking with it the historic fishing village of Matlacha. With the County's coastal communities left inaccessible, it quickly became apparent that the distinct and historic nature of Ian's devastation would require an unprecedented response.

Having prepositioned an extensive fleet of resources and personnel throughout the State, additional key members of CrowderGulf's senior staff and over one hundred Emergency PUSH crews were on the ground just hours after the first round of aerial assessments the morning following landfall. With CrowderGulf's Senior Project Manager filling an advisory role for State and County Leadership in the County's EOC, CrowderGulf's Director of Operations began mobilizing additional prepositioned resources as well as the fleet of specialized equipment and operators needed to conduct the full-scale barge operation that would serve as a lifeline for the coastal communities isolated by Ian's devastation. CrowderGulf's Director of Safety began damage assessments from the ground, focusing on the emergent safety concerns stemming from the austere operational environment.



In total, CrowderGulf removed over ***6.3 Million Cubic Yards*** of debris from Lee County Rights-of-Ways. Dedicated planning, and proof of concept through practical application, made up the framework of contingencies that allowed CrowderGulf the immediate operational infrastructure needed to account for the scope of Hurricane Ian, and allowed CrowderGulf's senior staff to augment the rapidly evolving response with specialized operations and innovative solutions to the unique challenges created by the storm's historic devastation.

Additional work performed under the scope of the Lee County pre-event contract includes:

- ***The collection, management, and disposal of 461 Tons of Household Hazardous Waste (HHW)***, keeping environmental safety and compliance at the forefront of operations, and playing a critical role in protecting Lee County's sensitive coastal eco-systems from further devastation in the wake of Ian.
- ***The collection, management, reduction, and disposal of 12,493 White Goods***, adding an additional layer to CrowderGulf's role in safeguarding the environmentally sensitive areas of the county by properly removing and disposing of freon, as well as compacting and recycling the inert components of each unit.
- ***The collection and disposal of over 10,000 units of E-Waste***, further augmenting the dedicated removal and responsible disposal of mass volumes of hazardous debris streams posing the largest ecological threats to the environment of Lee County, and more broadly, the sensitive eco-systems of coastal Southwest Florida.

- ***The removal of over 6,000 Hazardous Trees, and nearly 40,000 Hazardous Hanging Limbs*** posed an imminent threat to Lee County right of ways, and public safety at large.
- ***Specialized debris removal operations at over 60 School District of Lee County Schools,*** including a substantial hazardous tree removal operation that restored safe access to schools across the county, and allowed SDLC schools to reopen just weeks removed from landfall.
- ***Specialized debris removal operations at over 200 Lee County Parks and Facilities,*** including: all Lee County Parks, Lee County Emergency Services facilities, Lee County Utilities compounds/ features, Lee County Libraries, Lee County BoCC administrative buildings, Lee County Department of Transportation facilities, Lee County Transit compounds, and Lee County Health Department facilities. These operations required enhanced logistical planning due to the multiple scopes and the urgent need to restore access to vital county resources, while also ensuring the safety of Lee County personnel and the county's many citizens in desperate need of service.
- ***The clearance, staging, management, screening, and replacement of nearly 150,000 Cubic Yards of debris contaminated sand*****,** identifying, securing, and utilizing *14 separate staging sites* to accommodate the mass volumes displaced by Ian. This extensive cradle to grave operation saw CrowderGulf charged with clearing, screening, and ultimately restoring the County's beaches. CrowderGulf's county-led screening operation, in conjunction with CrowderGulf's municipal beach debris removal operations, charged CrowderGulf with a key role in the restoration of the county's many beloved and historically significant beaches.
- ***Debris management for Lee County Natural Resources waterway debris removal program,*** including site management, reduction, and disposal of nearly ***250,000 Cubic Yards*** of waterborne vegetative and construction and demolition debris (C&D). At Lee County's request, CrowderGulf allocated additional resources, equipment, and personnel to the Natural Resource Department's effort, sharing use of three of its debris management sites (DMS) throughout the county, and played a critical role in restoring Lee County's waterways. CrowderGulf supported the Natural Resources Department and its contractor through 2 separate administrative and operational phases, seamlessly integrating the external operations into the dozens of CrowderGulf operations ongoing within Lee County.
- ***The staging, management, processing, and haul-out of reduced debris from Lee County DMS to final disposal sites (FDS)*** throughout the Tri-County area. Lee County's over ***6.3 Million Cubic Yards*** was comprised of nearly ***2.3 Million Cubic Yards of Construction and Demolition Debris (C&D***) and nearly ***4 Million Cubic Yards of Vegetative Debris***. While the bulk of the volume collected throughout the county was comprised of traditional debris streams, the overwhelming volume totals were further compounded by the atypical ratio of C&D debris, posing distinct challenges throughout the entire debris management process. Successfully managing the overall debris volume, while accounting for the additional unique considerations defined by Ian's impacts, is a testament to both CrowderGulf's dynamic capabilities, and the dedicated planning effort between client and contractor.

2022 Hurricane Ian – City of Sanibel, FL

Time Period: 10/01/2022-07/24/2023

Funding Source: *FEMA DR-4673-FL*

Amount Invoiced: *$ 56,243,244* Number of DMS Managed: *7*

Volume Removed: 1,923,997 cubic yards

City of Sanibel Contact Information:

Scott Krawczuk; Public Works Deputy Director
Address: 800 Dunlop Road Sanibel, FL 33957
Phone: (239) 472-6397/ (239) 770-2554
Email: Scott.krawczuk@mysanibel.com

CrowderGulf Key Personnel:

Barrett Holmes – Regional Director
Reid Loper – Senior Vice President
Nick Pratt – Director of Operations



On September 28, 2022 Hurricane Ian made landfall on Sanibel Island as a deadly Category 4 Hurricane. Maximum sustained winds of 155 mph and a storm surge inundation of an unprecedented 12 to 18 feet caused catastrophic damage to Sanibel Island and the causeway linking island to the mainland. The causeway was breeched in multiple locations, and it would be weeks before Florida Department of Transportation could make temporary repairs.

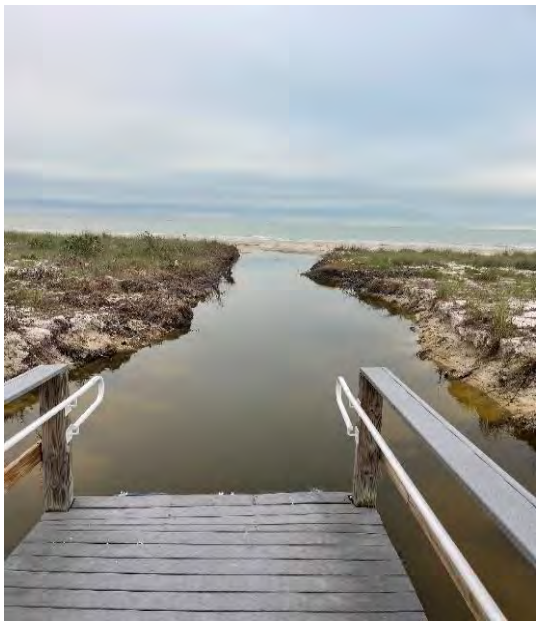
The causeway damage did not hinder CrowderGulf's efforts to begin recovery operations. Following rapid aerial and ground assessments operations were underway. CrowderGulf immediately began coordinating, managing and supervising barge operations to ensure critical equipment, supplies and logistical support were available to enable a rapid recovery on the island. On October 3, 2022, CrowderGulf landed the first barge of heavy equipment on Sanibel Island to begin emergency push operations to clear debris and sand from roads to begin recovery. Within the next several weeks, CrowderGulf transported over 1,200 pieces of essential equipment and supplies to Sanibel Island. All Equipment, material and supplies necessary to support debris removal operations were transported by barge: debris removal trucks, Heavy loaders, excavators, skid steers, fuel trucks, water trucks, maintenance/support trucks, buckets trucks, and campers for housing. Additionally, barge transportation for other agencies was vital to expedite recovery: electrical utility trucks, fire trucks, police vehicles, refrigeration vans, propone tankers and fuel trucks were the many vehicles that were transported by barge.



Due to the extensive damage caused by Hurricane Ian, CrowderGulf established 5 debris management sites to remove and process over 2.2 million cubic yards of storm debris from the Island, including Lee County maintained Captiva. The effort also included safely removing 13,154 hazardous trees/limbs from roadways and bike trails, 15,583 white goods, 7,102 pieces of electronic waste and 6,873 pounds of

household hazardous waste. One of the construction and demolition debris management sites was reclaimed to provide a nature preserve to the Sanibel Captiva Conservation Foundation (SCCF). During the debris removal operations, nesting bald eagles raised a pair of young fledglings adjacent to the debris management site. The Puschel Preserve Eagles were quite famous and became a symbol of resilience and recovery for the residents of Sanibel Island. The Puschel Preserve will serve as a lasting reminder that a beautiful and sustainable park was created following the devastation of Hurricane Ian for the residents and visitors of Sanibel Island to enjoy for generations to come.

Additionally, 12,357 cubic yards of bulk beach debris and 3,823 cubic yards of dirty sand was screened and processed. This enabled the City of Sanibel to open 3 beach parks and 7 beach access points so residents and tourists could once again begin enjoying the beaches on Sanibel Island.





2024 Hurricanes Helene & Milton – City of St. Petersburg, FL

Time Period:
10/11/2024 – 02/05/2025

Amount Invoiced: $89,344,939

Funding Source: FEMA DR-4828-FL/ DR-4834-FL Number of DMS Managed: 4

Volume Removed: 2,161,481 cubic yards

Client Contact Information:
Bob Turner, Assistant. Director, Sanitation
Address: 2001 28th St N, Saint Petersburg, FL 33713
Phone: 727-239-9380
Email: Robert.Turner1@stpete.org

CrowderGulf Key Personnel:
Nick Pratt – Director of Operations
Don Madio – Regional Director
Max Clark – Project Manager



On September 26, 2024, Hurricane Helene struck the west coast of Florida. Its surge caused massive flooding in thousands of homes throughout the city. Less than two weeks later, Hurricane Milton struck as a category 3 storm—the second-most intense Atlantic hurricane ever recorded over the Gulf of Mexico. The city had never dealt with such an unprecedented situation. Helene was mostly a flooding event, however, Milton packed 110+ mph winds displacing debris across the city.

CrowderGulf crews and personnel were already working in the city following Hurricane Helene, but Milton called for hundreds of additional resources. More than 100 trucks and crews worked around the clock to remove and dispose of over 2.15 million cubic yards of debris. Four debris management sites (DMS) were used to process and reduce the debris that both storms generated. A citizen drop-off site was also seamlessly integrated into CrowderGulf debris management operations. The vegetative debris was reduced via grinding. C&D was compacted using specialized equipment. Over 5,000 White Goods, 20,000 units of E-Waste and over 850,000 lbs. of Hazardous Household Material were taken to an approved holding facility before final disposal. 160 hazardous trees were removed along with 26,000 hazardous limbs. Crews also removed over 70 hazardous stumps. CrowderGulf restored all four sites to their pre-use condition and completed all operations within 120 days.



2024 Hurricane Milton – City of Dunedin, FL

Time Period:
10/15/2024 – 12/21/2024, 11/1/2024 - Ongoing

Amount Invoiced: $89,344,939/ $1,400,000 (NRCS)

Funding Source: FEMA DR-4828-FL/ DR-4834-FL/ NRCS Number of DMS Managed: 1

Volume Removed: 113,306 cubic yards/ 13,000+ cubic yards (NRCS)

Client Contact Information:

Bill Pickrum, Director of Solid Waste
Address: 1070 Virginia St. Dunedin, FL 34698
Phone: 727-298-3215
Email: wpickrum@dunedin.fl

CrowderGulf Key Personnel:

Nick Pratt – Director of Operations
Don Madio – Florida Regional Director
Joseph Schley – Project Manager



In the fall of 2024, Hurricane's Helene and Milton generated more than 113,000 cubic yards of debris in the city of Dunedin. CrowderGulf responded with six self-loading truck and trailer units to remove several types of debris, including a large amount of C&D due to the unprecedent flooding caused by both storms. Crews also removed leaners, hangers, and stumps. One debris management site (DMS) was used to process all the material. Grinding of vegetation and compaction of C&D were the methods used for reduction. Over 240 white goods, 700 units of electronic waste, and over 74,000 pounds (37 Tons) of household hazardous waste were taken to an approved facility for final disposal. Debris removal, reduction, hazardous tree work, final disposal and site reclamation were all completed within 60 days.



In early November 2025, CrowderGulf began waterway debris removal operations for the City of Dunedin under Natural Resource Conservation Service (NRCS) grant funding. Critical city drainage channels sustained major damage and obstructions throughout the course of back-to-back tropical impacts in 2024, requiring both land-based and waterborne debris removal operations. For land-based applications, hand-labor, as well as specialized rubber-tired and rubber-tracked equipment are utilized to perform clearance and removal throughout low-access sections of the work area. For waterborne operations, a lightweight, high-floatation barge is utilized to access, clear, and remove debris from navigable sections of the impacted channels. This ongoing work is being conducted adjacent to and through both public and private property throughout the City of Dunedin, requiring enhanced coordination with city representatives, as well as commercial and private property owners throughout the area. The project's ongoing success is a tribute to CrowderGulf's capabilities and overall capacity to ensure not only a complete response across multiple project timelines and funding sources, but also our commitment to continued coordination with stakeholders through all phases of response and recovery.

2020 Hurricane Sally – Baldwin County, AL

Time Period:
09/25/2020 – 04/07/2021

Amount Invoiced: $61,896,884

Funding Source: *FEMA DR-4563-AL* Number of DMS Managed: *13*

Volume Removed: 5,656,294 Cubic Yards

Client Contact Information:

Terri Graham - Baldwin County Solid Waste Director;
Address: 15140 County Road 49, Summerdale, AL 36580
Phone: (251) 972-8574
Email: TGraham@baldwincountyal.gov

CrowderGulf Key Personnel:

Nick Pratt – Director of Operations
Reid Loper – Vice President



Baldwin County is the southernmost county in the State of Alabama bordering the Gulf of Mexico.

The County had not experienced a landfall hurricane since Hurricane Ivan in 2004, but on September 16, 2020, Hurricane Sally made landfall in the County's municipal jurisdiction of Gulf Shores. On September 25th, 2020, the Baldwin County Commission authorized CrowderGulf to begin Right of Way (ROW) pickup of debris generated by this strong Category 3 storm. CrowderGulf's debris management team and large cadre of self-loading grapple trucks began to remove the debris from the 1600 miles of county-maintained roadways. To effectively and efficiently manage the debris cleanup, CrowderGulf established, and managed 13 strategically located Debris Management Sites in the County. Our team worked closely with the Baldwin County Solid Waste Department and the County's monitoring company to certify and register over 70 trucks and trailers.

During the first week of clean up, CrowderGulf cleared over 263,752 cubic yards. After 30 days, CrowderGulf had cleared over 1,579,174 cubic yards from the ROW and cut approximately 27,727 dangerous or hazardous trees. The County experienced additional tropical storm force winds and rains from Hurricane Zeta which slowed the ability to utilize the established DMS.

Despite setbacks encountered with the additional landfalling storm, CrowderGulf was able to ramp up debris collection efforts and bring our debris removal totals to 3,162,952 cubic yards within the first 60 days of the project. At the conclusion of the project, CrowderGulf had removed, reduced and disposed of over *4,509,547 Cubic Yards of debris and removed and disposed over 39,799 trees, 6030 leaning trees along with 181 white good items and e-waste materials.*

References - *Disaster Recovery Projects Within the Last 15 Years with Populations exceeding 100,000 people*

Project 1: Hurricane Milton (2024) – Sarasota County, FL

Project Name	Hurricane Milton: Sarasota County, FL
Description of Project	Removed and disposed of ROW and Parks debris; vegetative and C&D debris, sand, hangers (14,021 trees), leaners (805), and white goods (469). Reduced by grinding (1,484,945 CY) and compaction (162,004 CY), establishing and operating 8 DMS sites; Monitored by Tetra Tech.
Dates of Services	10/16/2024 – 02/08/2025
Contract Award Amount	$48,027,431
Average Daily Operational Capacity	17,069 CY / Day
Estimated Total Volume of Debris Removed	1,758,130 CY
Population	476,600
Agency Name	Sarasota County, FL
Agency POC	Lois Rose, Solid Waste Manager
Agency Phone Number	(941) 861-1589
Agency Email Address	lerose@scgov.net

Project 2: Hurricane Milton (2024) – Hillsborough County, FL

Project Name	Hurricane Milton: Hillsborough County, FL
Description of Project	Removed and disposed of vegetative and C&D debris; citizen site C&D and vegetative debris; hangers (9,544 trees), leaners (1,060), and white goods (124). Reduced by grinding (1,256,589 CY) and compaction (64,997 CY), establishing and operating 5 DMS sites; Monitored by Thompson.
Dates of Services	10/15/2024-3/7/2025
Contract Award Amount	$39,473,803
Average Daily Operational Capacity	14,325 CY / Day
Estimated Total Volume of Debris Removed	1,403,842 CY
Population	1.58 million
Agency Name	Hillsborough County, FL
Agency POC	Sharon Spellman, Chief Procurement Analyst
Agency Phone Number	(813) 301-7092
Agency Email Address	spellmanS@HCFLGOV.net

Previous Experience with Simultaneous Event Activations in Florida

Disaster events are unpredictable, but CrowderGulf's response is not. For more than 55 years, we have never failed to meet a client's contract requirements—regardless of the number of simultaneous activations or the scale of the disaster. Our ability to handle fluctuating workloads and specialized debris projects, including waterway debris removal and demolition, is backed by:

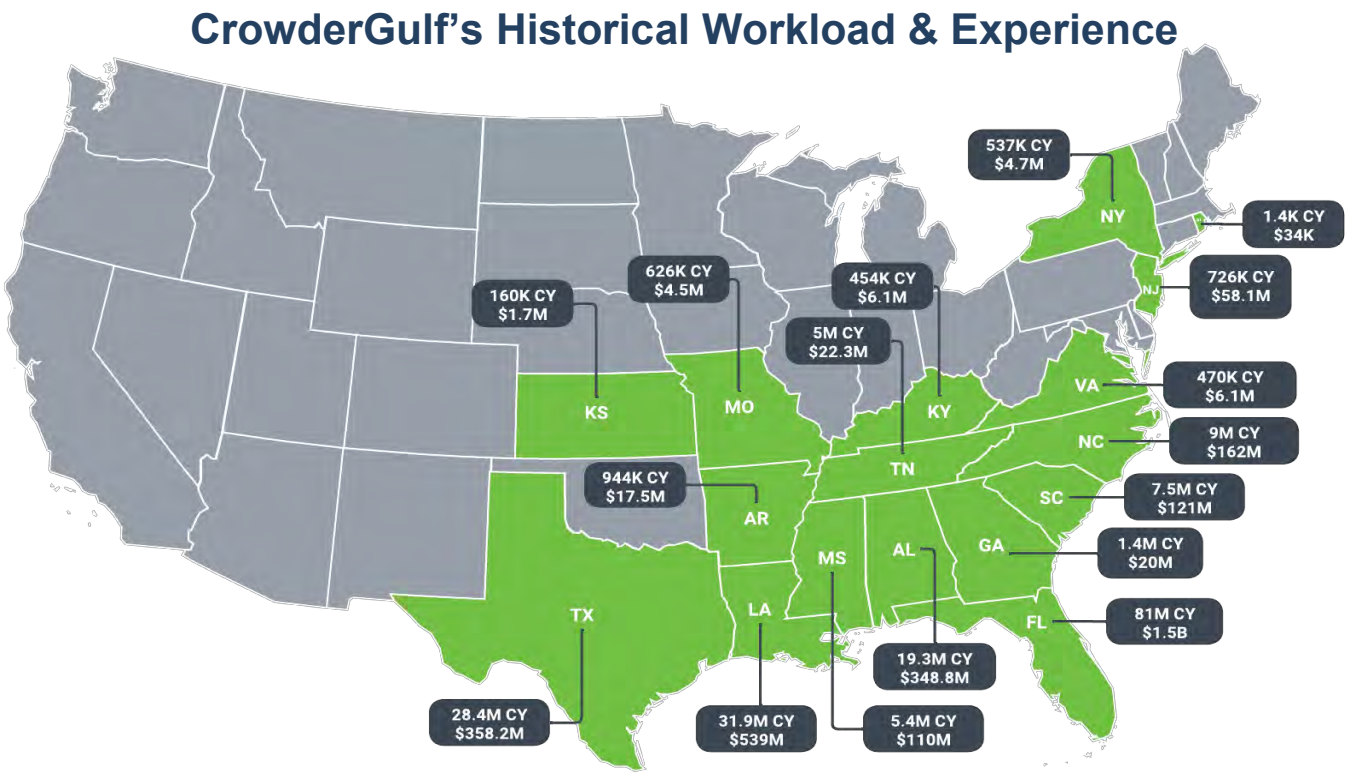
- Seasoned, full-time expert disaster management teams committed to integrity, responsiveness, and reliability
- A large fleet of company-owned equipment and operators
- A nationwide network of vetted, dependable subcontractors
- Strategic agreements with national rental providers

CrowderGulf is committed to providing priority service, expert onsite management, and high-quality performance. We work collaboratively with your personnel to restore operations quickly and in full compliance with FEMA regulations and contract timelines.

We are equipped to mobilize rapidly and execute projects of any size, in any location, regardless of the number of active contracts or the complexity of the disaster. Staffing levels are scaled based on the severity and scope of the disaster. Work begins with CrowderGulf personnel and local resources, expanding as needed with additional crews and subcontractors to ensure a fully capable workforce. Assets are continuously adjusted to optimize efficiency and meet evolving project demands.

Ability to Execute Concurrent Contracts Across Multiple Regions

CrowderGulf has a proven history of simultaneously managing multiple contracts, fluctuating workloads and many specialty debris projects such as waterway debris removal and demolition. CrowderGulf has at its disposal an extensive inventory of company-owned equipment coupled with a large pool of dedicated subcontractors to complete any project, large or small. Most importantly, our full-time, disaster-experienced management teams are committed to serving all clients with integrity, promptness and reliability.



The Summary Table below provides a snapshot of CrowderGulf's relevant disaster work experience. It reflects the Company's ability to successfully complete multiple, simultaneous disaster projects by providing the personnel and equipment resources needed, regardless of size, location, number of active projects, or the nature and severity of the disaster. **Over 98% of the 631 disaster projects listed in the table below were the result of pre-event contracts that were activated after a disaster**. CrowderGulf successfully provided every Client with all the detailed, accurate and timely documentation required by FEMA to receive reimbursement.

SUMMARY TABLE OF SIMULTANEOUS DISASTER DEBRIS PROJECTS					
Year	Hurricanes & Storm Disasters	Simultaneous Contract Activations	# of DMS Managed	Invoice Amt	Approx. Cubic Yards (CY)
2025	Ice Storm, Straight Line Winds, Floods	6	6	$3,927,567	47,693
2024	Hurricanes Milton, Helene, Francine, Beryl, Debby, & Straight-Line Winds, Severe Storms	89	138	$463,372,637	18,750,966
2023	Hurricane Idalia; Ice Storm, Tornados,	19	8	$34,270,393	2,003,207
2022	Hurricanes Ian & Nicole, Severe Storms	45	82	$413,321,806	19,454,567
2021	Hurricanes Ida, Nicholas; Tornados, Storms	25	26	$56,594,407	2,772,654
2020	Hurricanes Laura, Sally, Zeta; Tropical Storm (TS) Cristobal, Hanna, Tornados	39	91	$572,126,410	32,237,626
2019	Hurricane Dorian, TS Imelda, Tornado,	7	4	$4,558,359	169,827
2018	Hurricanes Florence & Michael, Red Tide	40	56	$284,507,351	19,311,887
2017	Hurricanes Irma, Harvey, Nate, TS Cindy	98	144	$298,172,017	18,559,759
2016	Hurricanes Hermine & Matthew; Severe Storms, Flooding, Tornado	53	36	$100,501,633	6,725,538
2015	Severe Storms, (Flood & Tornados)	10	0	$2,311,844	109,578
2014	Ice Storms Pax & Ulysses, Severe Storms	14	5	$9,866,559	669,314
2012	Hurricanes Isaac & Sandy	13	4	$60,627,670	972,993
2011	Hurricane Irene	31	13	$14,754,641	1,673,821
2008	Hurricane Ike	36	27	$178,318,425	16,933,904
2005	Hurricanes Dennis, Katrina, Rita, Wilma	69	41	$281,418,949	19,441,656
2004	Hurricanes Charley, Frances, Ivan, Jeanne	36	61	$292,426,233	16,800,678
2003	Hurricane Isabel	16	19	$66,344,733	5,447,815

Recent Case Studies

CrowderGulf has consistently demonstrated its ability to respond swiftly and effectively to large-scale disasters across the United States.

The following case studies highlight our operational capacity, technical expertise, and commitment to supporting communities during their most critical recovery periods.

2024: Hurricanes Milton, Helene, Francine, Debby, Beryl & Straight-Line Winds



CrowderGulf operations at a DMS inspection tower in Sarasota County, FL, during Hurricane Milton recovery operations in 2024.

- Activated by 89 clients across Florida, Texas, and Louisiana
- 34 Simultaneous Activations across the State of Florida (Hurricane Milton- Removal of 9,330,921 cubic yards)
- 9 Simultaneous Activations across the State of Florida (Hurricane Helene-1,155,224 cubic yards)
- Developed and operated 19 DMS within one week of Hurricane Beryl
- Removed over 15.2 million cubic yards of debris across events
- Provided rapid damage assessments, debris estimates, and site development support

2024 Hurricanes Milton, Helene, Francine, Debby & Beryl & Straight-Line Winds, Severe Storms												
89 Total Clients	**Number of Clients in 2024 Utilizing Tasks Listed Below**											
Contract Amt	DMS Sites	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	Freon	E-waste	HHW	ADMS Utilized	Waterway Debris
$463,372,637	138	82	53	49	29	9	13	2	10	12	76	2

2022: Hurricanes Ian and Nicole

- Activated by 39 clients within 72 hours of landfall
- Deployed 200 PUSH crews
- Developed and operated 63 DMS simultaneously
- Removed, processed, and disposed of 19 million cubic yards of debris throughout Florida
- Initiated barge operations on five large CrowderGulf-owned barges to restore access to Sanibel Island within three days
- Ian – 36 Simultaneous Activations across Florida – 19,405,302 Cubic Yards Removed

2022 Hurricanes Ian & Nicole												
39 Total Clients	**Number of Clients in 2022 Utilizing Tasks Listed Below**											
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	Freon	E-waste	HHW	ADMS Utilized	Waterway Debris
$413,321,806	**11**	**37**	**52**	**38**	**18**	**8**	**7**	**6**	**7**	**6**	**38**	**4**

2018 Hurricanes Florence and Michael

Hurricane Florence – North Carolina

- Activated on 18 pre-event contracts across North Carolina
- Removed and reduced 2.1 million cubic yards of debris
- Managed 16 Debris Management Sites (DMS)
- Removed approximately 50,000 hazardous trees (leaners and hangers)
- Provided sand and beach restoration for North Topsail Beach, Oak Island, and Bald Head Island
- Utilized drones for damage assessments in flooded areas and identified alternate DMS locations
- Established on-island debris reduction site for Bald Head Island; reduced vegetative debris to mulch for local reuse
- Transported C&D and HHW debris via barges across Cape Fear River to final disposal sites

Hurricane Michael – Florida Panhandle

- Activated 11 additional contracts, totaling 29 simultaneous activations
- Damage assessment teams on-site within 2 hours of storm passing
- Removed, processed, and disposed of 10 million cubic yards of vegetative and C&D debris
- Operated 26 DMS and 13 final disposal facilities
- Removed 83,000 hazardous trees and performed PPDR and demolition services in Bay County and Panama City
- Deployed drones, helicopters, and videography for damage documentation
- Doubled and tripled resources in North Carolina while fully mobilizing Florida operations

2018 Hurricanes Florence, Michael										
34 Total Clients	**Number of Clients in 2018 Hurricanes Utilizing Tasks**									
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized
$285,300,477	4	35	33	33	25	5	5	1	2	35

2017 Hurricanes Harvey & Irma

- Hurricane Harvey caused extensive damage along the Texas coast; Hurricane Irma impacted Florida and extended into the Carolinas
- Activated 26 contracts in Texas for Hurricane Harvey debris operations
- Activated 67 contracts in Florida following Hurricane Irma
- Rapidly scaled resources to serve clients in both states simultaneously
- All operations completed within client timelines despite overlapping events

2017 Hurricane Harvey, Irma, Nate, TS Cindy, Tornado Projects and Tasks											
98 Total Clients	**Number of Clients in 2017 Utilizing Task**										
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized	Waterway Debris
$303,777,662	7	91	49	91	36	12	18	15	15	79	2

Contractual Obligations in the State of Florida

The chart below contains CrowderGulf's current pre-event contracts held throughout the State of Florida. As previously stated, CrowderGulf is fully committed to fulfilling each of its contracts with the same unwavering attention and service, regardless of the number of activations for any given event or storm season.

As our **Past Performance** illustrates, we have the expertise, personnel, and resources to handle multiple activations of all sizes, ensuring the utmost client satisfaction. There are no "Estimated Amount of Contract Award" as contracts are different for each client and each storm. Contracts are bid without any obligation of dollar amount at activation and are based on each client's scope of work at their Notice to Proceed.

Client	Duration	Client	Duration	Client	Duration
FLORIDA					
Aventura (City) Jamey Wilkes, (904) 284-6374 x2219 Jamey.Wilkes@claycountygov.com	2021-2026	Brevard County Thomas J. Mulligan (321) 543-1547 thomas.mulligan@brevardfl.gov	2023-2028	Casselberry (City) Mr. Kelly Brock (407) 262-7725 x1235 kbrock@casselberry.org	2023-2029
Clay County Jamey Wilkes (904) 284-6374 x2219 Jamey.Wilkes@claycountygov.com	2019-2026	Clearwater (City) Mr. Kervin St. Aimie (727) 441-8551 kervin.staimie@myclearwater.com	2024-2028	Cocoa (City) Abigail (Abby) Morgan (321) 433-8910 amorgan@cocoafl.gov	2021-2027
Cocoa Beach (City) AJ Hutson (321) 868-3201 aj.hutson@cityofcocoabeach.com	2021-2026	Coral Springs Improvement Dist. Danielle Kiera-Cancel (954) 796-6620 daniellec@csidfl.org	2024-2029	Edgewater (City) Tommy Smith (386) 424-2476 x4007 TSmith@cityofedgewater.org	2021-2026
Estero (Village) Steve Sarkozy (239) 221-5035 sarkozy@estero-fl.gov	2024-2028	Fort Myers (City) Denise Finn (239) 321-7242 dfinn@cityftmyers.com	2024-2029	Golf (Village) Christine Thrower-Skinner (561) 732-0236 cthrower@villageofgolf.org	2022-2028
Juno Beach (Town) Andrea Dobbins (561) 656-0326 adobbins@juno-beach.fl.us	2022-2028	Jupiter (Town) Doug Koennicke (561) 741-2258 dougk@jupiter.fl.us	2022-2028	Kissimmee (City) Mr. Ashley L. Willis (407) 518-2164 ashley.willis@kissimmee.gov	2025-2030
Lantana (Town) Eddie Crockett (561) 540-5753 ecrockett@lantana.org	2022-2028	Lauderdale-By-The-Sea (Town) Ken Rubach (954) 640-4233 kenr@lbts-fl.gov	2023-2030	Lee County Amanda Condomina (239) 533-2441 ACondomina@leegov.com	2022-2032
Levy County Mary Ellen Harper (352) 486-5218 Harper-mary-ellen@levycounty.org	2024-2029	Lynn Haven (City) Bobby Baker (850) 265-5989 bbaker@cityoflynnhaven.com	2025-2032	Manalapan (Town) Brent Watson (561) 586-3699 bwatson@manalapan.org	2022-2028
Miami Gardens (City) **Peter Parkin** (305) 622-8000 x2490 pparkin@miamigardens-fl.gov	2024-2030	Ocala (City) Sean Lanier (352) 351-6772 slanier@ocalafl.org	2023-2028	Ormond Beach (City) Shawn Horsley (386) 676-3325 shawn.horsley@ormondbeach.org	2021-2026
Panama City (City) Shane Daugherty (850) 872-3178 sdaugherty@panamacity.gov	2022-2027	Panama City Beach (City) John Adair (850) 233-5100 x6884 john.adair@pcbfl.gov	2023-2028	Parkland (City) **Jill Woods** (954) 757-4180 jwoods@cityofparkland.org	2024-2033
Pembroke Pines (City) Charles F. Dodge	2021-2026	**Plantation (City)** Matt Thompson	2025-2035	Pompano Beach (City) Russell S. Ketchem	2024-2034

Client	Duration	Client	Duration	Client	Duration
(954) 450-1040 cdodge@ppines.com		(954) 452-2535 MThompson@plantation.org		(954) 786-5516 Russell.Ketchem@copbfl.com	
Sanibel (City) Scott B. Krawczuk (239) 472-6397 scott.krawczuk@mysanibel.com	2024-2031	Sebastian (City) Lee Plourde (772) 874-3181 lplourde@cityofsebastian.org	2024-2029	**South Daytona (City)** Becky Witte (386) 322-3011 bwitte@southdaytona.org	2019-2029
Stuart (City) Milton Leggett (772) 288-5341 mleggett@ci.stuart.fl.us	2023-2028	**Sunrise (City)** Rodrigo de Castro (954) 888-6000 rdecastro@sunrisefl.gov	2020-2030	**Tarpon Spring (City)** Brandon Crum (727) 938-3711 bcrum@ctsfl.us	2023-2030
Tequesta (Village) Doug Chambers (561) 768-0483 dchambers@tequesta.org	2022-2028	Venice (City) Rick Simpson (941) 486-2422 rsimpson@venicegov.com	2024-2029	Washington County Jeff Massey (850) 638-6200 jmassey@washingtonfl.com	2025-2035
Winter Springs (City) Stuart MacLean (407) 327-7581 smaclean@winterspringsfl.org	2023-2028				



CROWDER GULF

B. Company Resources



Town of Fort Myers Beach, FL

RFP 26-11-ES for Disaster Debris Removal and Disposal Services

B. Company Resources: Facilities, Equipment, & Personnel

Nationwide Reach, Local Expertise

Headquarters in Mobile, Alabama, CrowderGulf maintain strategically located satellite offices across the Gulf Coast and beyond.

CrowderGulf provides end-to-end disaster debris management—from before the first hour of emergency clearance through final site restoration and FEMA closeout. We combine **time-bound field execution**, **technology-forward controls**, and a **senior in-house project management team** that remains assigned to your project from mobilization to closeout. As stated previously in our ability to handle multiple contract activations, CrowderGulf has never defaulted on a contract and has ALWAYS fulfilled all our contractual obligations. **Our resources are sufficient to handle our company's total workload in any disaster season, including meeting the needs of Fort Myers Beach and other non-Fort Myers Beach projects, and over periods of prolonged activation**.



Company Owned & Leased Equipment

CrowderGulf maintains a substantial inventory of debris-specific equipment, ready for immediate deployment. Equipment is pre-positioned for emergency "PUSH" operations and dispatched upon receipt of the Notice to Proceed (NTP) to restore critical services.

Specialty equipment is also available to support restoration of parks and sensitive areas without causing property damage. In addition, CrowderGulf maintains active accounts with major national rental companies (e.g., Beard, Hertz, Caterpillar, John Deere, United Rentals, Sunbelt) to supplement equipment as needed. All equipment complies with federal, state, and local regulations.

Partial CrowderGulf-Owned Equipment Inventory:

- Self-Loading Trucks; (130 – 160 cubic yards)
- Dump Trucks (16 yards – 50 yards)
- Rubber Tire Loaders (equipped with debris handling grapples)
- Rubber Tire and Track Equipped Excavators (with buckets and grapples)

- Pick-Up Trucks (equipped with portable phones for Foremen)
- Service Trucks
- Skid-Steer Loaders (equipped with buckets and grapples)
- Cherrington Beach Cleaners 4500 & 4500 XL
- Stationary Power Screens – (sand screener)
- Diamond Z 14' Tub Grinders
- Shallow and deep-water boats equipped with latest sonar and photo equipment
- Barges, tugs and large boats for heavy marine debris removal

CrowderGulf Equipment List 2026			
Self Loader Debris Trucks with trailer (Min 130 CY capacity)			
Year	**Make**	**Model**	**Vin#**
2025	Peterbilt	367 Debris Combo	1NPCX4EX1SD702399
2025	Peterbilt	367 Debris Combo	1NPCX4EXXSD716608
2025	Peterbilt	367 Debris Combo	1NPCX4EX8SD716610
2025	Peterbilt	367 Debris Combo	1NPCX4EX6SD702401
2025	Peterbilt	367 Debris Combo	1NPCLP0X2SD702299
2025	Peterbilt	367 Debris Combo	1NPCLP0X5SD702295
2025	Peterbilt	367 Debris Combo	1NPCLP0X1SD736072
2025	Peterbilt	367 Debris Combo	1NPCLP0X8SD736067
2025	Peterbilt	367 Debris Combo	
2025	Peterbilt	367 Debris Combo	1NPTX4EX2SD689274
2025	Peterbilt	567 Debris Combo	1NPCX4EX4SD702414
2025	Peterbilt	567 Debris Combo	1NPCX4EX6SD702415
2025	Peterbilt	567 Debris Combo	1NPCX4EX8SD702416
2024	Peterbilt	367 Debris Combo	1NPTX4EX8RD689273
2024	Peterbilt	367 Debris Combo	1NPTX4EX9RD671896
2024	Peterbilt	367 Debris Combo	1NPTX4EX0RD680051
2024	Peterbilt	367 Debris Combo	1NPTX4EX0RD671897
2024	Peterbilt	367 Debris Combo	1NPTX4EX7RD671895
2024	Peterbilt	367 Debris Combo	1NPTX4EX0RD897888
2024	Peterbilt	367 Debris Combo	1NPTX4EX9RD897887
2024	Peterbilt	367 Debris Combo	1NPTX4EX5RD897885
2024	Peterbilt	367 Debris Combo	1NPTX4EX7RD897886
2023	Peterbilt	367 Debris Combo	1NPTX4EX0PD801027
2023	Peterbilt	367 Debris Combo	1NPTX4EX2PD801028
2023	Peterbilt	367 Debris Combo	1NPTX4EXXPD868427
2023	Peterbilt	367 Debris Combo	1NPTL40X4PD813636
2023	Peterbilt	367 Debris Combo	1XPTD40X7PD868424
2022	Peterbilt	367 Debris Combo	1NPTX4EX3ND792612
2022	Peterbilt	368 Debris Combo	1NPXL40X1ND808991 300654
2022	Kenworth	T880	1NK-ZXPTX-4-NJ478698
2022	Peterbilt	367 Debris Combo	1NPTX4EX1ND792613
2021	Peterbilt	367 Service Truck	1NPTH47X6MD765477

2021	Peterbilt	367 Debris Combo	1NPTX4EX3MD764907
2021	Peterbilt	367 Debris Combo	1NPTX4EX3MD764908
2021	Peterbilt	367 Debris Combo	1NPTX4EX3MD764909
2021	Peterbilt	367 Debris Combo	1NPTX4EX3MD764910
2021	Peterbilt	367 Debris Combo	1NPTX4EX3MD764911
Self-Loader Debris trucks with Trailer (continued)			
2021	Peterbilt	367 Debris Combo	1XPTD40X3MD766243
2021	Peterbilt	367 Debris Combo	1NPTX4EX0MD736899
2021	Peterbilt	367 Debris Combo	1NPTX4EX3MD736900
2021	Peterbilt	367 Debris Combo	1NPTX4EX2MD749914
2021	Peterbilt	367 Debris Combo	1NPTX4EX4MD749915
2020	Peterbilt	367 Debris Combo	1NPTX4EX7LD640346
2020	Peterbilt	367 Debris Combo	2NPTX4EXXLM673996
2020	Peterbilt	367 Debris Combo	2NPTX4EX1LM673997
2020	Peterbilt	367 Debris Combo	1XPTD40X4LD688053
2020	Peterbilt	367 Debris Combo	1XPTD40X4LD723562
2020	Peterbilt	367 Debris Combo	1XPTD40X6LD722672
2020	Peterbilt	367 Debris Combo	1NPTX4EX7LD722674
2020	Peterbilt	367 Debris Combo	1NPTX4EX9LD722675
2020	Peterbilt	367 Debris Combo	1NPTX4EX5LD723564
2020	Peterbilt	367 Debris Combo	1NPTX4EX3LD723563
2020	Peterbilt	367 Debris Combo	1NPTX4EX7LD723565
2020	Peterbilt	367 Debris Combo	1NPTX4EX1MD754781
2020	Peterbilt	367 Debris Combo	1NPTX4EX3MD754782
2020	Peterbilt	367 Debris Combo	1XPTD40X5MD762288
2019	Peterbilt	567 Debris Combo	1NPCL40X1KD614651
2019	Peterbilt	567 Debris Combo	1NPCL40X8KD614646
2019	Peterbilt	567 Debris Combo	1NPCL40XXKD614647
2019	Peterbilt	567 Debris Combo	1NPCL40X3KD614652
2019	Peterbilt	567 Debris Combo	1NPCL40X0KD614639
2018	Peterbilt	389 Debris/Combo	1XPXD40X1JD452166
2018	Peterbilt	389 Debris/Combo	1XPXDP0X8JD480600
2018	Peterbilt	367 Debris/Combo	1NPTXX4EX8JD488588
2018	Peterbilt	367 Debris/Combo	1NPTX4EX3JD492774
2018	Peterbilt	367 Debris/Combo	1NPTX4EX5JD492775
2018	Peterbilt	389 Debris/Combo	1XPXD40X3JD498730
2017	Peterbilt	389 Debris/Combo	1XPXP4TX4HD408644
2017	Peterbilt	367 Debris/Combo	1NPTX4EX9HD412906
2017	Peterbilt	367 Debris/Combo	1NPTX4EX5HD449323
2016	Peterbilt	367 Debris/Combo	1NPTX4EX7GD292571
2015	Kenworth	T800 Debris/Combo	1XKDD49X5FJ436315
2014	Peterbilt	367 Debris/Combo	1NPTX4EX4ED237394
2013	Peterbilt	367 Debris/Combo	1NPTX4EX7DD178887

2013	Peterbilt	389 Debris/Combo	1XPXD49X4DD192224
Skid Steer Loaders			
Year	**Make**	**Model**	**Vin#**
2023	Caterpillar	279D2	LRB905677
2023	Caterpillar	279D3	RB905500
2022	Caterpillar	279D3	RB903797
2020	Caterpillar	277C	CAT0277CTJWF00578
2019	CAT	279D	CAT0279DARB901109
2019	Caterpillar	279D	CAT0279DEGTL06966
2019	Caterpillar	279D	CAT0279DEGTL06966
2018	Cat	299D	CAT0299DLFD203290
2016	Cat	279D	CAT0279DEGTL03016
2011	Bobcat	T300	525415845
2010	Caterpillar	268B	CAT0268BJLBA01424
2010	Caterpillar	299C HF	MBT01588
2008	JD	650-J	T0650JX173003
2007	Caterpillar	262B	PDT01685
2006	Daewoo	155XL	AG00211
2006	Bobcat	T190	531614194
2006	Caterpillar	246B	CAT0246BLPAT03480
2006	Bobcat	T300	530012266
2005	Bobcat	T300	521912526
Grinders			
Year	**Make**	**Model**	**Vin#**
2024	Diamond Z	8000 Tub 4030	1D9FX4606RC834030
2023	Diamond Z	7000TKS	1D9FX5208PC834006
2022	Diamond Z	7000 Horizontal 4004	1D9FX5208NC834004
2023	Diamond Z	7000 Tire Horizontal 4070	1D9FX4831PC834070
2023	Diamond Z	6000 Horizontal 4043	1D9FX4506PC834043
2020	Diamond Z	Horizontal/tracks	1D9FX5202MC834009
2021	Diamond Z	Tub	1D9FX460XNC834025
2020	Diamond Z	1463B Tub Grinder	1D9FX483XLC834223
2020	Diamond Z	7000TKT	1D9FX520MC834008
2021	Diamond Z	DZH 7000	1D9FX4733MC834064
2021	Diamond Z	DZH 7000	1D9FX4739MC834067
2019	Diamond Z	DZH 7000	1D9FX4638KC834059
Excavators			
Year	**Make**	**Model**	**Vin#**
2023	Caterpillar	320 Long Reach	MYK21337
2023	Caterpillar	330/Grapple	LHW30098
2023	Caterpillar	305	5G503261
2023	Caterpillar	325/Thumb	HTEL30327
2022	Caterpillar	325	TEL11060

2022	Caterpillar	320 Long Reach	MYK11404
2022	Caterpillar	335	XBE00717
2021	Caterpillar	309	GG901074
2021	Caterpillar	335	XBE00431
2021	Caterpillar	330 Long Reach	WCH10744
2021	Caterpillar	325	TEL10067
2019	Caterpillar	309CR	CAT00309CGG900247
2019	Caterpillar	335FLCR	CAT0335FTSGJ20670
2018	John Deere	345G	1FF345GXVJF020041
2018	Caterpillar	335FL	SGJ20224
2018	Caterpillar	335FL	SGJ20224
2017	John Deere	60G Mini	1FF060GXKGJ288041
2017	CAT	308	308E2CRSB-FJX08636
2017	John Deere	245G	1FF245GXCHF800280
2016	John Deere	210G	1FF210GXHGF523928
2014	John Deere	300G	1FF300GXHDF710007
2008	Kubota	KX913R1S	31194
2007	Cat	328D LCR	GTN139
2007	Cat	302.5	CAT3025CJGBB01604
2006	John Deere	120-C	FF120CX035517
2006	Kubota	U35SS	30398
2006	Kubota	U35SS	30251
2006	Cat	320CL	PAB4383
2006	Kobelco	SK70SR-1E	YT0408468
2005	CAT	325CL	CAT0325CVCRB01486
2005	CAT	M318C	CATM318CKBC201044
2005	CAT	325CL	CAT0325CEBFE01812
2005	Komatsu	PC35 MR-2	KMTPC096T05006313
2004	Kobelco	SK70SR	YT01-03382
2004	Komatsu	200	KMTPCO49K87C5037
2004	Hyundai	R55W3	10014
2004	CAT	330CL	DKY 02901
2004	CAT	320	PAB01355
2003	CAT	325CL	CRB00550
Wheel Loaders			
Year	**Make**	**Model**	**Vin#**
2024	Caterpillar	908M	MZ800709
2024	Caterpillar	908M	MZ800888
2024	Caterpillar	908M	MZ801030
2024	John Deere	724P	1DW724PAARLX24066
2023	Caterpillar	908	MZ800326
2023	Caterpillar	908	MZ800324
2023	Caterpillar	908M	MZ800600
2022	John Deere	304L	1LU304LXPZB056532

2022	John Deere	304L	1LU304LXPZB065327
2021	Caterpillar	908M	MCH8804997
2021	John Deere	724P	1DW724PAKMLZ12430
2021	John Deere	644P	1DW644PAJMLZ12094
2021	Caterpillar	908M	MEH8804951
2021	Caterpillar	908M	MEH8804951
2020	Caterpillar	908M	H8804534
2020	John Deere	304L	1LU304LXTZB065410
2020	CAT	908M	H8804484
2020	CAT	938M	J3R08835
2020	CAT	908M	CAT0908MEH8804366
2020	CAT	908M	CAT0908MCH8804417
2020	John Deere	624L	1DW624LZCKF701582
2020	Caterpillar	908M	H8804534
2020	John Deere	724L	1DW724LZALL705763
2020	John Deere	750L	1T0750LXAMF391506
2020	CAT	938M	P5K00934
2019	CAT	908M	H8802418
2019	John Deere	644K	1DW644KZCKF700623
2019	Kubota		11213
2018	John Deere	724K	1DW724KZCJF692256
2018	CAT	908M	CAT0908MKH8803210
2018	CAT	908M	CAT0908MHH8803653
2018	John Deere	724K	1DW724KZCJF692256
2018	CAT	908M	CAT0908MCH8802397
2017	John Deere	624K	1DW624KZCGF674473
2017	John Deere	624K	1DW624KZLGF676803
2017	CAT	908M	CAT0908MCH8801198
2017	CAT	908M	H8800928
2017	John Deere	644K	1DW644KZJHF680047
2016	CAT	908M	CAT0908MJH8801071
Dozers			
Year	**Make**	**Model**	**Vin#**
2024	CAT	D2	XKR04394
2023	CAT	D5	Z6A01969
2023	John Deere	750L	1T0750LXHPF453106
2022	CAT	D1	XKL00610
2022	CAT	D6	SGG01366
2022	CAT	D6	SGG01365
2021	John Deere	700L	1T0700LXMF403551
2021	CAT	D3	XKY00651
2019	Caterpillar	D6T	RDC00436
2011	CAT	D3K LGP	LLL00382
2011	CAT	D3K LGP	LLL00388

2011	John Deere	450-J LGP	T0450JX181468
2011	John Deere	650-J	T0650JX173003
2010	CAT	D5K LGPARO	CAT00D5KJYYY00703
2008	Komatsu	D39PX-22	3059
2008	CAT	D3K LGP	LLL00568
2006	John Deere	450-JLT	T0450JX122072
2006	CAT	D3GLGP	BYR01437
2005	John Deere	450-J	T0450JX104665
2005	John Deere	650J	T0650JX111587
2005	CAT	D6R	AAX01404
2005	CAT	D5N	AKD1461
2004	CAT	D3JXL	CAT00D3GCJMH00732
2004	CAT	D6N	CAT00D6NVALY00800
2004	John Deere	550H	T0550HX937488
2001	John Deere	450J	T0450JX103785
1999	John Deere	450H	T0450HX922582
Specialty Debris Removal Equipment			
Year	**Make**	**Model**	**Vin#**
2025	Sennobogen	2278	718.0.2278
2024	Peterson	5710D 2911	40E-351-2911
2023	Sennebogen	2273	718.5.2273
2023	Sennobogen	2279	718.5.2279
2022	Ponsse	Buffalo 8W	A081582
2021	Ponsse	Elephant	A180237
2021	Ponsee	Buffalo 1324	A081324
2021	Ponsee	Ergo 0108	A220108
2021	Ponsee	Buffalo 1349	A081349
2020	Ponsee	Buffalo King	A120263
2020	Ponsee	Buffalo	A081136
2020	Ponsse	Cobra 8W	A260071
2019	Ponsee	Ergo	A220025
2019	Ponsee	Buffalo King	A120208
2018	Ponsee	Harvester	A220033
2018	Ponsse	Buffalo King 8W	PONS24GATAA120072
Fork Lifts			
Year	**Make**	**Model**	**Vin#**
2019	Caterpillar	DP40N1	
2018	Caterpillar	TL943D	MLJ00715
2004	CAT	480F	9NF00558
2007	Yale	543372	GLP11MCNSB098
2001	CAT	2EC20	A2F0260387
2002	CAT	V60B	52J00932
2007	CAT	TH63	5WM03130
2001	CAT	GC25	4EM04516

2005	JCB	930	SLP930025E0824674

Fuel Trucks

Year	Make	Model	Vin#
2022	Thunder Creek	Fuel Trailer	56ZL1UJ23NP001252
2022	Thunder Creek	Fuel Trailer	56ZL1UJ26NP001410
2015	Kenworth	Fuel Truck	2NKHLJ9X1FM450167

Water Trucks

Year	Make	Model	Vin#
2022	Freightliner	Water Truck	3ALACWFC9PDNY9913
2022	Freightliner	Water Truck	1FVACWFC1PHNT3832
2015	International	Water Truck	1FVACXDUXGHGZ0246
2006	International	Water Truck	1HTMMAAM86H154871

Barges

Size	***Type***	***Material***	***Capacity***	***Notes***
24'x8'	Debris Barge	Fiberglass	8,000 lbs.	Shallow Draft Barge
28'x8.5'	Debris Barge	Aluminum	12,000 lbs.	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple	Steel	14,000 lbs.	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple	Fiberglass	14,000 lbs.	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple	Aluminum	14,000 lbs.	Shallow Draft Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs.	Deck Barge
40'x11'	Debris Picker Barge w/ Grapple	Steel	20,000 lbs.	Shallow Draft Barge
48'x12'	12" Hyd Dredge	Steel	N/A	15' Dredging Depth - 36" Pump
50'x20'	Spud Barge	Steel	40,000 lbs.	Shallow Draft Spud Barge
55'x11'	Debris Picker Barge w/ Grapple	Steel	24,000 lbs.	Shallow Draft Barge
120'x30'	Deck Barge	Steel	150 Tons	Deep Draft Barge
120'x30'	Deck Barge	Steel	150 Tons	Deep Draft Barge
120'x30'	Spud Barge w/ Crane	Steel	150 Tons	Deep Draft Barge

Subcontractor Equipment and Support

CrowderGulf maintains a nationwide database of vetted subcontractors and vendors. In compliance with 44 CFR 206.10, we will work with the client to identify and onboard local subcontractors. We prioritize using local resources and strive to include Minority Business Enterprises (MBEs) when possible.

In past activations, subcontractors have been pre-positioned with equipment for immediate response. A summary of available subcontractor resources specific to the State is provided below.

Subcontractor Information	Region 6	FL	US. 2026
Number of Registered Subcontractors	205	1030	3393
Subcontractor Equipment	**Region 6**	**FL**	**US. 2026**
Dump Trucks (16-65)	572	5408	19576
Self Loaders 30 - 90 CY/90-170 CY	85	1168	7652
Tub Grinder 800+HP	23	144	635
Horizontal Grinder 800+HP	0	21	37
Service Trucks, w/fuel, tools	32	203	325
Mini Excavator, w/thumb or grapple	5	122	200
Excavators	232	1505	7149
Skid steer 40 hp – 80 hp	340	2239	9176
Bucket Trucks	33	960	3714
Chipper, with 12 inch minimum	37	326	1657
Dozers,2-3 yd blade/root rake blade D7	112	1063	3785
Grader, Motor, 12 ft blade 130-140hp	36	172	790
C&D Walking Floor 80-110 CY	78	502	2152
Mulch Trailer 80-110 CY	101	430	1561
Water Truck	27	236	1025
Pick up w/ dump trucks	266	1639	5484
Trailer Mounted floodlight	50	673	2422
Low-bed Trailer w/ tractor	86	2232	1025
5 ton Pickup truck	388	323	1800
Vacuum Trucks	12	107	1656
Barges	83	174	1278
Work Boats	46	234	1427
Air Curtain Burner	8	260	385
Florida Subcontractor Statistics	**Regional**	**FL**	
Small Business	156	751	
M/WBE, HUB, SDB or Veteran Certified	106	556	
Push Crews	81	482	
Debris Haulers	173	861	
Marine Debris	6	33	
Haul Outs	13	129	
Grinding	11	79	
Tree Work	17	180	

Exclusive Subcontractors

The subcontractors in the table below work **exclusively** for CrowderGulf and experience is shown below. These subcontractors immediately begin deployment when a threat is imminent. They have a combined 114 double trucks that can be called upon at a moment's notice. Our in-house equipment and our exclusive subcontractors allows CrowderGulf the ability to handle all our commitments. In addition, our ability to pay subcontractors weekly attract additional support when needed. Exclusive Subcontractors and their previous activations have been highlighted below:

Subcontractor	Storm Event	Work Location	
Dawn Til Dusk Disaster LLC (Bethany, MO) (PUSH, ROW Hauling, Stumps, L & H, ROE Hauling, Beach/ Sand) 43 Activations **3 Activations in FL** **Master Subcontract # 12_133**	2024 Helene	SCDOT - Newberry	
	2024 Beryl	Brazoria Co, TX West Columbia, TX	Brazoria, TX
	2024 TX Straight Line Winds	Coppell, TX	
	2023 AR Tornado	North Little Rock, AR	Sherwood, AR
	2022 Ian	Lee Co, FL	
	2021 KY Tornado	Bowling Green, KY	Warren County, KY
	2021 Nicholas	Angleton, TX Brazoria Co, TX	Lake Jackson, TX
	2020 Zeta	Gulfport, MS	
	2020 Sally	Fairhope, AL	Orange Beach, AL
	2020 Laura	Lake Charles, LA West Lake, LA	Calcasieu Parish, LA
	2020 Tornado	Nashville, TN	
	2019 Imelda	Montgomery Co, TX	
	2018 Michael	Panama City, FL	
	2018 Florence	Duplin Co, NC Onslow Co, NC	Jacksonville, NC
	2017 Harvey	Aransas Co, TX	Corpus Christi, TX
	2017 Mississippi Tornado	Hattiesburg, MS	
	2016 Matthew	Deltona, FL	
	2016 LA Flooding	Ouachita Parish, LA	Central, LA
	2016 Texas Flooding / Misc.	Montgomery Co, TX Waller Co, TX	Newton Co, TX
	2015 SC Flooding	SCDOT	
	2014 Ulysses – Ice Storm	Greensboro, NC	
	2014 AL Tornado	ACCA – Blount Co, AL	
	2011 Irene	Dare Co, NC Kill Devil Hills, NC	Kitty Hawk, NC Nags Head, NC
	2008 Ike	Montgomery Co, TX	

Subcontractor	Storm Event	Work Location	
	2005 Katrina	Pascagoula, MS	
Dotson & Sons (Higbee, MO) (ROW Hauling, L & H, Stumps) 38 Activations **16 Activations in FL** **Master Subcontract # 16_725**	2024 Milton	Ft Myers, FL Sarasota Co, FL	Sarasota Co, Schools, FL Venice, FL
	2024 Beryl	Montgomery Co, TX	
	2023 Winter Storm-TX	Austin, TX	Travis Co, TX
	2022 Ian	Ft. Myers, FL FDEM	Lee Co, FL
	2021 May Floods	Lake Charles, LA	
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
	2018 Michael	Bainbridge, GA Decatur Co, GA	Panama City, FL
	2018 Florence	Holly Ridge, NC Onslow Co, NC	Richlands, NC
	2017 Irma	Bonita Springs, FL	Lee Co., FL
	2017 Harvey	Aransas Co, TX Corpus Christi, TX	Montgomery Co, TX San Patricio Co, TX,
	2016 Matthew	Hilton Head Island, SC	
	2016 LA Flooding	Central, LA	
	2006 Ice Storm	Erie Co, NY	
	2005 Rita	Calcasieu Parish / Lake Charles, LA	
	2005 Katrina	North Miami, FL Pascagoula, MS	Wilton Manors, FL Pompano Beach, FL
	2004 Ivan	Escambia Co, FL	
	2004 Charley, Frances, Jeanne	Lee Co, FL Orlando, FL	Sanibel, FL
Gulf Services (Theodore, AL) (PUSH, ROW Hauling, L&H, Stumps, Site Mgt, Ditch work, PPDR) 31 Activations **15 Activations in FL**	2024 Milton	Sarasota Co, FL	Venice, FL
	2024 Helene	Ware Co, GA	
	2024 Beryl	Montgomery Co, TX	
	2024 TX Flooding May	Liberty Co, TX	Montgomery Co, TX
	2024 TX Straight Line Winds	Carrollton, TX Coppell, TX	Richardson, TX
	2023 Idalia	St. Petersburg, FL	Dunedin, FL
	2023 Winter Storm-TX	Austin, TX	Travis Co, TX
	2022 Ian	Bonita Springs, FL Estero, FL FDEM	Lee Co School District Sanibel, FL Sarasota Co, FL

Subcontractor	Storm Event	Work Location	
Master Subcontract # 12_191		Lee Co, FL	
	2021 Ida	St. John the Baptist Parish, LA	Calcasieu Parish, LA Waterways
	2021 May Flooding	Lake Charles, LA	Calcasieu Parish, LA
	2020 Laura	Lake Charles, LA Sulphur, LA	Calcasieu Parish, LA
	2018 Michael	Bay Co, FL Lynn Haven, FL	Panama City, FL Washington Co, FL
Hauling Away LLC (Mobile, AL) (PUSH, ROW Hauling, L&H, ROE Hauling, Stumps, Grinding, HaulOuts, Sand, Demo, Waterway Debris) 133 Activations **39 Activations in FL** **Master Subcontract # 12_223**	2025 TX Beach Marine Debris	TX GLO	
	2025 KY Ice Storm	Henderson, KY	
	2024 Milton	Apopka, FL Bonita Springs, FL Clearwater, FL Dunedin, FL FDEM Ft. Myers Beach, FL	Hillsborough Co, FL Lee Co, FL Oldsmar, FL Sanibel, FL St. Petersburg, FL Tarpon Springs, FL
	2024 Helene	Greenville, SC Laurens Electric Co-Op Laurens Public Works, Sc SCDOT Cleveland Co, NC Garner Webb University, NC Mitchell Co, NC	Clearwater, FL St. Petersburg, FL Tarpon Springs, FL Levy Co, FL Lake Tahoma Sediment, NC Marion Water Intake, NC NC State Parks
	2024 Beryl	Alvin, TX Angleton, TX Brazoria Co, TX	Brazoria, TX Lake Jackson, TX West Columbia, TX
	2024 SC Straight Line Winds	Dorchester Co, SC	
	2024 LA Tornado	Lake Charles, LA	
	2024 FL Tornado May	Kissimmee, FL	
	2024 AL Tornados	AL Counties- Region 7	Henager, AL
	2024 TX Flooding April	Angleton, TX	
	2023 AR Tornado	North Little Rock, AR	Sherwood, AR
	2023 Ice Storm	Deer Park, TX	
	2022 Ian	Bonita Springs, FL Estero, FL	Ft. Myers Beach, FL Lee Co, FL

Subcontractor	Storm Event	Work Location	
		Ft. Myers, FL	Sanibel, FL
		FDEM	Synergy, Charlotte Co Schools, FL
	2021 TX GLO	Beach Debris – Sunken Car	
	2021 LA Tornado	Calcasieu Parish, LA	
	2021 Ida	St. John the Baptist Parish, LA	Calcasieu Parish, LA Waterways
	2020 Hanna & Beta	Texas General Land Office (GLO)	
	2020 Zeta	Gulfport, MS	
	2020 Sally	AL DOT SW Region	Gulf Shores, AL
		Baldwin Co, AL	Orange Beach, AL
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
		Sulphur, LA	West Lake, LA
		Vinton, LA	West Calcasieu Port, LA
	2020 Cristobal	Dauphin Island, AL	
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2019 TX Tornado	Richardson, TX	
	2019 Dorian	Dorchester Co, SC	
	2019 Imelda	Montgomery Co, TX	
	2018 Michael	Bay Co, FL	Jackson Co, FL
		FL Dept of Enviro. Protection	Panama City Beach, FL
		Bainbridge, GA	Panama City, FL
			Decatur Co, GA
	2018 Florence	Jacksonville, NC	Onslow Co, NC
		North Topsail Beach, NC	
	2018 Florida Red Tide	Collier Co, FL	Fort Myers Beach, FL
		Sanibel Island, FL	
	2017 Irma	Collier Co, FL	Kissimmee, FL
		FL DEP Waterway Cleanup	Okeechobee Co, FL
		Hilton Head Island, SC	Polk Co., FL
	2017 Harvey	Aransas Co, TX	
		Texas General Land Office (GLO)	Corpus Christi, TX
	2017 Maintenance	Corpus Christi, TX	
	2017 T.S. Cindy	Dauphin Island, AL	
	2016 Matthew	FL Dept. of Enviro. Protection	Hilton Head Island, SC
		Hilton Head Plantation POA, SC	
	2016 LA Flooding	Central, LA	Ouachita Parish, LA

Subcontractor	Storm Event	Work Location	
	2016 Texas Flooding / Misc.	Newton Co, TX Montgomery Co, TX	Waller Co, TX
	2016 Maintenance	Corpus Christi, TX	
	2016 Tornado	Rowlett, TX	
	2015 Flooding-Alabama	AL DCNR, Baldwin Co, AL AL DOT, Baldwin Co, AL	
	2015 SC Flooding	SCDOT	
	2015 Demolition	Orange Beach, AL	
	2015 Fish Kill	Orange Beach, AL	
	2015 Texas Flooding / Misc.	Blanco Co, TX Corpus Christi, TX	Republic Services, TX Friendswood, TX
	2015 Severe Storm AL	Limestone Co, AL	
	2014 Tornado	Blount Co, AL	Limestone Co, AL
	2014 Maintenance	Corpus Christi, TX	
	2014 Pax (Ice Storm)	Dorchester Co, SC	Berkeley Co, SC
	2013 T.S. Andrea	Gulf Shores, AL	
	2012-2013 Sandy	NJ DEP	
	2012 Isaac	Biloxi, MS Dauphin Island, AL McComb, MS	Magnolia, MS Pascagoula, MS
	2012 Miscellaneous	The Nature Conservancy, AL	
	2012 Tornado	Motel 6 - Mobile, AL	
	2011 Irene	Rocky Mount, NC	
S. St. George Enterprises (Fredonia, NY) (PUSH, ROW Hauling, L&H, Grinding, Stumps, HaulOuts, Site Work) 90 Activations **44 Activations in FL** **Master Subcontract # 13_376**	2024 Milton	Edgewater, FL Lake Helen, FL Ormond Beach, FL	South Daytona, FL Volusia Co, FL
	2024 Helene	Greenville, SC	SCDOT
	2023 Ice Storm TX	Travis Co, TX	
	2022 Ian	Bonita Springs, FL Edgewater, FL Ft. Myers, FL Ft. Myers Beach, FL Lee Co, FL FDEM	Lee Co School District Ormond Beach, FL Port Orange, FL Sanibel, FL South Daytona, FL
	2021 KY Tornado	Bowling Green, KY	Warren County, KY
	2020 Zeta	Gulfport, MS	Harrison Co, MS
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA

Subcontractor	Storm Event	Work Location	
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2018 Michael	Bay Co, FL	Panama City, FL
		Jackson Co, FL	Panama City Beach, FL
		Lynn Haven, FL	Bainbridge, GA
		Decatur Co, GA	
	2018 Florence	Brunswick Co, NC	Onslow Co, NC
		Bolivia, NC	Jacksonville, NC
		Caswell Beach, NC	Duplin Co, NC
		Leland, NC	Richlands, NC
		Holly Ridge, NC	Oak Island, NC
		Sandy Creek, NC	Northwest, NC
		Navassa, NC	Shallotte, NC
		Swansboro, NC	Varnamtown, NC
	2017 Irma	Bonita Springs, FL	Okeechobee Co, FL
		Edgewater, FL	Orlando, FL
		Flagler Co, FL	Ormond Beach, FL
		Lake Mary, FL	Sanford, FL
		Lake Co, FL	Sarasota Co, FL
		Lee Co, FL	St. Petersburg, FL
			Sumter Co, FL
	2017 Harvey	Aransas Co, TX	Corpus Christi, TX
		San Patricio Co, TX	
	2016 Matthew	Hilton Head Island, SC	Long Cove POA, SC
		Windmill Harbor POA, SC	Norfolk, VA
	2014 AL Tornado	ACCA- Blount Co, AL	
	2014 Pax – Ice Storm	Berkeley Co, SC	Dorchester Co, SC
	2011 Irene	James City Co, VA	Newport News, VA
		York Co, VA	Rocky Mount, NC
	2005 Dennis	Bay Co, FL	Destin, FL
	2005 Wilma	Ft. Lauderdale, FL	West Palm Beach, FL
	2005 Rita	Calcasieu Parish / Lake Charles, LA	
	2005 Katrina	Aventura, FL	Pascagoula, MS
		Daphne, AL	Pompano Beach, FL
		Lazy Lakes, FL	Wilton Manors, FL
	2004 Ivan	Escambia Co, FL	Walton Co, FL

Prime / Major Subcontractors

CrowderGulf maintains full compliance with current procurement regulations, specifically **44 CFR 206.10 and 2 CFR 200.321.** Currently**,** we have subcontracts or Letters of Commitment with our Major Subcontractors listed below.

Business Designation: S= Small Business, MBE= Minority Business, HIS=Hispanic, WO- Women Owned

Prime Subcontractor	Business Designation	Number of Activations	PUSH	ROW/ROE Debris	Leaners / Hangers	Stumps	Grinding	Haul Outs	Sand / Beach	Demolition	Concrete	White Goods	Waterway / Dredging
4M Services (FL) Primary Contact: Jodi Martell 19500 Armeda Rd Alva, FL 33920 FEIN: 30-1017179 /863-303-1724/ martell3406@gmail.com		27	X	X				X	X				
ABC Hauling / RAL Services Corp (FL) Primary Contact: Rudy Largaespada 666 NW 23rd Street Miami, FL 33127 FEIN: 47-3267869 /786-972-5642 / abchauling12@gmail.com	S, MBE-His	36						X					
Ault Enterprises LLC (MI) Primary Contact: Richie Ault 4351 D 15 Rd, Bark River, MI 49807 FEIN: 26-0507912 906-399-4302 / richieault12@gmail.com	S	17	X	X						X			X
Barnhart Debris Removal (AR) Primary Contact: Sean Barnhart 2765 Columbia Rd 61, Magnolia, AR 71753 FEIN: 20-3400894 870-904-5893 / barnhart057@gmail.com		12	X	X	X	X				X	X	X	
Beeghly Tree (PA) Primary Contact: Ryan Beeghly 458 Hillvale Rd, Somerset, PA 15122 FEIN: 20-352-4227 / 814-444-8733 / rbeeghly@beeghlytree.com	S	14	X	X	X	X	X	X		X	X		X
C & W Trucking, Inc (FL) Primary Contact: Kris Creeden 703 Hennis Road Winter Garden, FL 34787 FEIN: 26-2765790 / 407-877-2600 / Krisc@cwglobal.net		16						X					
Clinton Lumber Co. LLC (MO) Primary Contact: Dusty Clinton 4775 CR 3380,Willow Springs MO 65793 FEIN: 20-2001172 / 417-331-6067 / carlajo_83@yahoo.com	S	11		X									
Creel Brothers, Inc. (LA) Primary Contact: Scott Creel 26400 Buford Creel Road, Franklinton LA 70438 FEIN: 72-1095784 / 985-839-4372 / scottcreel@creelbrothers.com		29	X	X	X	X		X	X				
Crooked River LLC (MO) Primary Contact: Nicole or Isaac Dotson 18025 Hwy C, Trimble, MO 64492 FEIN: 81-273-8406 / 816-813-9007 / nikikedotson@gmail.com	S, WO	2	X	X		X							
DEH Disaster Recovery LLC (GA) Primary Contact: Dodd Hartley 10133 Highway 92 Fort Valley, GA 31030 FEIN: 238-47-4881 / 850-377-5221 / Rhondodd@yahoo.com		25	X	X	X	X	X						
Dawn Til Dusk Disaster LLC (MO) Primary Contact: Andrew Callaway 28692 W Hwy 69 Bethany, MO 64424 FEIN: 20-3254163 / 660-425-8137 / callawayfarms@live.com	S	43	X	X	X	X			X	X	X	X	
DM Bass Inc (LA) Primary Contact: Suzanne Rome 54691 Hwy 16, Bogalusa, LA 70427 FEIN: 64-0890602 / 985-570-3980 / suzanne.rome@dmbass.com	S, WO	6	X	X									
Dotson & Sons (MO)	S	38		X	X	X				X		X	

Prime Subcontractor	Business Designation	Number of Activations	PUSH	ROW/ROE Debris	Leaners / Hangers	Stumps	Grinding	Haul Outs	Sand / Beach	Demolition	Concrete	White Goods	Waterway / Dredging
Primary Contact: Tim Dotson 4500 Gordon Road Sturgeon, MO 65284													
FEIN: 33-1010934 / 573-682-7600 / loghardtd@hotmail.com													
Four Points Recycling (NC)	S, WO	9		X			X	X	X				
Primary Contact: Carroll Raynor 309 King Rd, Jacksonville, NC 28540													
FEIN: 46-1003850 / 910-346-2047 / carrollraynor@gmail.com													
Four R Equipment (FL) / Coastline Energy Ventures	S, MBE – His	15		X				X					
Primary Contact: JR Ruiz 3701 Southwest 128 Avenue Miramar, FL 33027													
FEIN: 20-2065643 / 954-347-0280 / fourrequipment@yahoo.com													
Gaston Tree / Wood Resource Recovery (FL)	S	30	X	X	X	X	X	X					
Primary Contact: Bill Gaston 6424 NW 19th Dr Gainesville, FL 32653													
FEIN: 59-3691567 / 352-378-3348 / bill@gastontdr.com													
Gotus Trucking LLC (PA)	S	34		X	X	X							
Primary Contact: Mark Claypoole 166 Allison Road Harrisville, PA 16038													
FEIN: 45-4533297 / 724-822-5603 / claypod1@gmail.com													
Gulf Atlantic Construction & Marine (AL)		17	X	X		X	X	X	X	X		X	X
Primary Contact: Chance McConnell 8391 Ramsey Rd, Grand Bay, AL 36521													
FEIN: 47-4037747 / 251-233-0133 / chance@gulfatlanticcm.com													
Gulf Services (AL)		33	X	X	X	X	X	X		X	X	X	
Primary Contact: Lyman Ramsay, 5540 Business Parkway, Theodore, AL 36582													
FEIN: 63-0879907 / 251-653-5075 / lyman.ramsay@gulfservices.us													
H2 Construction LLC (MO)	S	14	X	X	X	X							
Primary Contact: Renee Hostetter 702 W Walnut, Waverly, MO 64097													
FEIN: 20-3532955 / 660-493-2555 / h2construction@live.com													
Hauling Away, LLC (AL)	S, WO	133	X	X	X	X	X	X	X	X	X	X	X
Primary Contact: Sara Pratt 10150 Ben Hamilton Road Theodore, AL 36582													
FEIN: 45-2428798 251-402-3058 / sara@haulingaway.net													
HDR Trucking LLC (SC)	S, WO	24	X	X	X	X	X	X	X		X		
Primary Contact: Henry Scharber 6380 Char-Augusta Rd, Bamberg, SC 29003													
FEIN: 41-2184579 803-571-1929 / hdrtrucking@yahoo.com													
JTL&S Property Preservation (TX)	S, WO, HUB	46	X	X	X							X	
Primary Contact: Lance Nifong 6718 Wilford Rd, Beaumont TX 77705													
FEIN: 27-1520917 / 832-775-3749 / lancejtls@yahoo.com													
Last Pass, Inc. (FL)	S, WO His	10	X	X	X	X		X					
Primary Contact: Adelaida Cesti 17890 SW 100th St, Miami FL 33196													
FEIN: 88-1792476 / 786-237-9219 / lastpassinc1@gmail.com													
Lawn Rescue Plus (FL)	S, MBE - His	54		X	X	X		X		X		X	X
Primary Contact: Giorgio Cesti 15700 SW 169 Ave Miami, FL 33187													
FEIN: 46-5139503 786-446-2469 / lawnplusrescue@yahoo.com													
McCombs Tree Service (FL)	S	12		X	X								X
Primary Contact: Chuck McCombs PO Box 561004, Rockledge, FL 32956													
FEIN: 59-2864291 / 321-636-2777 / cmccombs@cfl.rr.com													
Michael's Tree Services (TN)													

Prime Subcontractor	Business Designation	Number of Activations	PUSH	ROW/ROE Debris	Leaners / Hangers	Stumps	Grinding	Haul Outs	Sand / Beach	Demolition	Concrete	White Goods	Waterway / Dredging
Primary Contact: Irvin Lucas 3800 Knight Arnold Rd, Memphis, TN 38118 FEIN: 30-0204358 901-331-8205 / ILucas@mtlmemphis.com	S	12	X	X	X	X	X	X		X		X	
New Gen Environmental Group / Bil-Jim Construction (NJ) Primary Contact: Timothy Johnson 1358 Hooper Ave, Toms River, NJ 08753 FEIN: 46-1578632 / 732-905-3830 / newgenenvironmentalinc@gmail.com	S	12	X	X	X	X			X	X		X	X
ReclaimIt Enterprises (TN) Prime Contact: Randy Ball 300 Kingsport Hwy, Greenville, TN 37745 FEIN: 62-1575384 / 423-552-0870 / reclaimitenterprises@gmail.com	S	19	X	X	X			X	X		X		
Riccelli Enterprises (NY) Primary Contact: Richard Riccelli 6131 E. Taft Rd, N. Syracuse, NY 13212 FEIN: 16-1404955 / 315-433-5115 / richr@riccellienterprises.com		15						X					
S. St. George Enterprises (NY) Primary Contact: Steve St. George PO Box 348 Fredonia, NY 14063 FEIN: 16-1305517 / 716-672-2488 / steve@sstgeorge.com	S	90	X	X	X	X	X	X	X	X	X		
S&K Rome (LA) Primary Contact: Suzanne Rome 54569 Hwy 16, Bogalusa, LA 70427 FEIN: 46-4912810 / 601-916-5115 / skromellc@yahoo.com	S, WO	2	X	X				X					X
Statewide Tub Grinding / WLW (FL) Primary Contact: John Wagner, III PO Box 2689 Apopka, FL 32704 FEIN: 01-0607747 / 407-774-1100 / john@statewidegrinding.com		17	X	X		X	X				X		
Steadfast Services / Slick Machines (GA) Primary Contact: Trey Davis 1625 Lakeside Trail, Cummings, GA 30041 FEIN: 45-5521983 / 404-695-7844 / davis.steadfast@gmail.com		5	X	X	X	X	X	X	X	X	X		
Waterfront Recovery LLC (FL) Primary Contact: Lisa McCombs PO Box 561004, Rockledge, FL 32956 FEIN: 81-5316398 / 321-636-2777 / cmccombs@cfl.rr.com	S, WO	6			X								X

Summary of Major Subcontractor Activations for the past 15 Years with CrowderGulf

The chart demonstrates the historical experience and the longevity of CrowderGulf's Major Subcontractors.

Subcontractor	Storm Event	Work Location	
4M Services (Alva, FL) (PUSH, ROW Hauling, HaulOuts) 27 Activations **15 Activations in FL** **Master Subcontract # 20_1865**	2024 Milton	Bonita Springs, FL Ft. Myers Beach, FL	Lee Co, FL Sanibel, FL Sarasota Co, FL
	2024 Helene	Bonita Springs, FL Ft. Myers Beach, FL	Lee Co, FL
	2024 Beryl	Alvin, TX Angleton, TX Brazoria Co, TX	Deer Park, TX Dickinson, TX Lake Jackson, TX
	2023 AR Tornado	North Little Rock, AR	Sherwood, AR
	2022 Ian	Bonita Springs, FL Estero, FL Ft. Myers, FL	Ft. Myers Beach, FL Lee County, FL Sanibel, FL
	2022 FL Tornado	Lee County, FL	
	2021 Ida	Gulfport, MS	
	2020 Sally	AL DOT	Orange Beach, AL
	2020 Laura	Lake Charles, LA	
ABC Hauling Services / **RAL Services Corp.** (Miami, FL) (HaulOuts) 36 Activations **11 Activations in FL** **Master Subcontract # 16_915**	2024 Milton	Apopka, FL	Sarasota Co, FL
	2024 Helene	Ware Co, GA	
	2024 Beryl	Montgomery Co, TX	
	2022 Ian	Ft. Myers, FL Ft. Myers Beach, FL	Lee County, FL
	2021 Ida	St. John the Baptist Parish, LA	
	2021 May Flooding	Lake Charles, LA	Calcasieu Parish, LA
	2020 Laura	Lake Charles, LA Dequincy, LA West Lake, LA	Calcasieu Parish, LA Iowa, LA Vinton, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2018 Michael	Bay Co, FL Jackson Co, FL Lynn Haven, FL	Panama City, FL Panama City Beach, FL
	2018 Florence	Duplin Co, NC	
	2017 Harvey	Aransas Co, TX Aransas Co, TX (PPDR)	Corpus Christi, TX San Patricio, TX

Subcontractor	Storm Event	Work Location	
	2016 Matthew	Hilton Head Island, SC	Thunderbolt, GA
	2011 Tornado (MO)	Joplin, MO	
	2011 Irene	Dare Co, NC	
	2008 Ike	Bolivar Peninsula, TX League City, TX	Manvel, TX
	2005 Wilma	Ft. Lauderdale, FL	
Ault Enterprises LLC (Bark River, MI) (ROW Hauling, Waterway Debris Hauling) 17 Activations **11 Activations in FL** **(Master # 16_794)**	2024 Milton	Lake Helen, FL Volusia, Co, FL	Sarasota Co, FL
	2024 Helene	Clay Co, FL	
	2022 Ian	Lee County, FL	
	2020 Zeta	Gulfport, MS	
	2020 Laura	Sulphur, LA	
	2018 Michael	FL Dept. of Enviro. Protection	Panama City, FL
	2018 Florence	Onslow Co, NC	Swansboro, NC
	2017 Irma	FL Dept. of Enviro. Protection	(Clay/Putnam, Duval, Volusia/Brevard)
	2017 Harvey	Corpus Christi, TX	
	2016 Matthew	FL Dept. of Enviro. Protection	Hilton Head Island, SC
Barnhart Debris Removal (Magnolia, AR) (PUSH, ROW Hauling, Site Work, HaulOuts, L&H, White Goods) 12 Activations **6 Activations in FL** **Master Subcontract # 17_1217**	2022 Ian	Castleberry, FL	
	2021 Ida	Audubon Institute, LA	
	2020 Laura	Lake Charles, LA Iowa, LA	Calcasieu Parish, LA Vinton, LA
	2018 Michael	Apalachicola, FL Carrabelle, FL Franklin Co, FL	Panama City, FL Washington Co, FL
	2017 Harvey	Brazoria Co, TX	
Beeghly Tree (Somerset, PA) (ROW Hauling, L&H) 14 Activations **3 Activations in FL** **Master Subcontract # 20_1871**	2024 Milton	Hillsborough Co, FL	
	2024 Helene	Lyman, SC	SCDOT
	2023 Tornados	Edgecombe Co, NC Nash Co, NC	Rocky Mount, NC
	2022 Ian	Lee Co, FL	Sanibel, FL
	2020 Zeta	Biloxi, MS	D'Iberville, MS
	2020 Sally	AL DOT Baldwin Co, AL	Fairhope, AL Gulf Shores, AL

Subcontractor	Storm Event	Work Location	
C & W Trucking, Inc (Winter Garden, FL) (HaulOuts) 16 Activations **14 Activations in FL** **Master Subcontract # 17_1292**	2017 Irma	Casselberry, FL Lake Mary, FL Orlando, FL Sanford, FL	Edgewood, FL Lake Co, FL Polk Co, FL
	2017 Harvey	Brazoria Co, TX	Montgomery Co, TX
	2012 Tornado	Polk Co, FL	
	2008 T.S. Fay	Brevard Co, FL	
	2005 Wilma	Aventura, FL	West Palm Beach, FL
	2004 Charley, Frances, Jeanne	Brevard Co, FL Jupiter, FL	Orange Co, FL
Clinton Lumber Co. LLC Willow Springs, MO) (ROW Hauling) 11 Activations **9 Activations in FL** **Master Subcontract # 17_1269**	2023 Ice Storm TX	Travis County, TX	
	2022 Ian	Ormond Beach, FL	
	2022 FL Tornado	Lee Co, FL	
	2020 Laura	Lake Charles, LA	
	2018 Michael	Apalachicola, FL Casselberry, FL	Franklin Co, FL
	2017 Irma	Flagler Beach, FL Lee Co, FL	Ormond Beach, FL Panama City, FL
Creel Brothers, Inc. (Franklinton, LA) (PUSH, ROW Hauling, L&H, Stumps, HaulOuts) 29 Activations **11 Activations in FL** **Master Subcontract # 20_1863**	2025 TX Floods	Georgetown, TX	
	2024 Milton	Sarasota Co Schools, FL Sarasota Co, FL	Venice, FL
	2024 Helene	Greenville Co, SC SCDOT	Lee, Co, FL State of NC
	2024 Beryl	Angleton, TX Brazoria Co, TX	Friendswood, TX
	2023 Idalia	Thomas Co, GA	
	2023 Ice Storm TX	Austin, TX	Travis Co, TX
	2022 Ian	Bonita Springs, FL Ft. Myers, FL Ft. Myers Beach, FL Venice, FL	Lee County, FL Le Co Public Schools, FL Sanibel, FL
	2022 SC Ice Storm	SCDOT	
	2021 Ida	St. John the Baptist Parish, LA	
	2021 TX Demo	Friendswood, TX	
	2021 TX Tornado	Friendswood, TX	Sugar Land, TX
	2021 LA Tornado	Calcasieu Parish, LA	

Subcontractor	Storm Event	Work Location	
	2020 Laura	Calcasieu Parish, LA	Lake Charles, LA
Crooked River LLC (Trimble, MO) (ROW Hauling) 2 Activations **1 Activation in FL** **Master Subcontract # 17_1039**	2018 Michael	Panama City, FL	
	2017 Harvey	Dickinson, TX	
DEH Disaster Recovery LLC (Ft. Valley, GA) (ROW Hauling, L&H, Stumps) 25 Activations **5 Activations in FL** **Master Subcontract # 14_497**	2024 Milton	Sarasota Co, FL	
	2024 Beryl	Montgomery Co, TX	
	2022 Ian	Ft. Myers, FL	Lee Co, FL
	2020 Sally	Baldwin Co, AL	Fairhope, AL
	2018 Michael	Decatur Co, GA	Bainbridge, GA
	2018 Florence	Bald Head Island, NC Bolivia, NC Brunswick Co, NC Caswell Beach, NC Leland, NC	Northwest, NC Oak Island, NC Shallotte, NC Varnamtown, NC
	2017 Harvey	Aransas Co, TX Corpus Christi, TX	Nueces Co, TX
	2016 Matthew	Hilton Head Island, SC	
	2016 Hermine	Leon Co, FL	Tallahassee, FL
	2014 Ice Storm Pax	Berkeley Co, SC	Dorchester Co, SC
DM Bass, Inc. (Bogalusa, LA) (PUSH, ROW Hauling) 6 Activations **4 Activations in FL** **Master Subcontract # 18_1808**	2022 Ian	Lee County, FL	Lee Co Public Schools, FL
	2021 Ida	St. John the Baptist Parish, LA	
	2020 Laura	Lake Charles, LA	
	2018 Michael	Jackson Co, FL	Panama City, FL
Four Points Recycling (Jacksonville, NC)	2018 Florence	Jacksonville, NC North Topsail Beach, NC	Onslow Co, NC
	2017 Irma	Chatham Co, GA	

Subcontractor	Storm Event	Work Location	
(ROW Haul) 9 Activations **Master Subcontract # 16_833**	2016 Matthew	Currituck Co, NC Duplin Co, NC Raleigh, NC	Rose Hill, NC Sunset Beach, NC
Four R Equipment / **Coastline Energy Resources** (Miramar, FL) (ROW Hauling, HaulOuts) 15 Activations **8 Activations in FL** **Master Subcontract # 12_173 / 21_1880**	2022 Ian	Punta Gorda, FL	
	2021 Ida	Calcasieu Parish, LA Waterways	
	2020 Laura	Calcasieu Parish, LA	
	2018 Michael	Panama City, FL	
	2017 Irma	Miami Springs, FL	FL DEP Waterway Cleanup
	2016 Matthew	FL Dept. of Enviro. Protection	Edgewater, FL
	2016 Hermine	Tallahassee, FL	
	2014 Pax (Ice Storm)	Dorchester Co, SC	
	2011 Irene	Newport News, VA	
	2008 Ike	Bolivar Peninsula Kemah, TX	League City, TX
	2005 Wilma	Pembroke Pines, FL	
Gaston / Wood Resource Recovery (Gainesville, FL) (PUSH, ROW Hauling, Stumps, L & H, DMS Grinding, HaulOuts) 30 Activations **28 Activations in FL** **Master Subcontract #s 17_1468 / 20_1869**	2024 Milton	Clearwater, FL Dunedin, FL	St. Petersburg, FL
	2024 Helene	Clearwater, FL	St. Petersburg, FL
	2022 Ian	FL Dept. Enviro. Protection Port Orange, FL Sanford, FL	Lee Co, FL St. Petersburg, FL
	2020 Sally	AL DOT SW Region	Baldwin Co, AL
	2020 Tornado	Volusia Co, FL	
	2018 Michael	Bay Co, FL Panama City, FL	Jackson Co, FL
	2017 Irma	FL. DEP Waterway Cleanup Flagler Beach, FL Flagler County, FL Ormond Beach, FL	Palm Coast, FL Polk Co, FL St. Petersburg, FL Tarpon Springs
	2016 Matthew	Clay County, FL Flagler Beach, FL Flagler County, FL	Orange Park, FL Ormond Beach, FL Palm Coast, FL
Gotus Trucking (Harrisville, PA)	2024 Milton	Clearwater, FL	
	2024 Helene	Clearwater, FL	

Subcontractor	Storm Event	Work Location	
(ROW Hauling, L & H, Stumps) 34 activations **9 Activations in FL** **Master Subcontract # 16_666**	2024 Beryl	Alvin, TX Brazoria Co, TX	Iowa Colony, TX
	2023 VA Tornado	Virginia Beach, VA	
	2022 Ian	Lee Co, FL	Bonita Springs, FL
	2021 KY Tornado	Bowling Green, KY	Warren County, KY
	2020 Zeta	Gulfport, MS	
	2020 Laura	West Lake, LA	Calcasieu Parish, LA
	2020 Isaias	Newport News, VA	
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2019 Imelda	Montgomery Co, TX	
	2019 Dorian	Dorchester Co, SC	
	2018 Michael	Panama City, FL	
	2018 Florence	Fayetteville, NC	
	2017 Harvey	Aransas Co, TX Corpus Christi, TX	Nueces Co, TX
	2016 Matthew	Chesapeake, VA Currituck Co, NC	Fayetteville, NC Norfolk, VA Southern Shores, NC
	2016 LA Flooding	Central, LA	
	2016 Tornado	Essex Co, VA	
	2005 Wilma	Ft. Lauderdale, FL Wilton Manors, FL	Lazy Lakes, FL
	2005 Katrina	Pembroke Pines, FL	
Gulf Atlantic Construction & Marine (Grand Bay, AL) (DMS Site Work, HaulOuts, Sand, Dredging, Waterway, ROW Hauling) 17 Activations **8 Activations in FL** **Master Subcontract# 17_1052**	2022 Ian	Bonita Springs, FL Ft. Myers Beach, FL	Lee Co, FL Sanibel, FL
	2020 Sally	AL DOT SW Region Baldwin Co, AL	Gulf Shores, AL Orange Beach, AL
	2020 Cristobal	Harrison Co, MS	
	2018 Michael	Bay Co, FL Dauphin Island, AL	Panama City, FL Mexico Beach, FL
	2017 Irma	Lake Co, FL	
	2017 Harvey	Baytown, TX	Brazoria Co, TX
	2017 Nate	Dauphin Island, AL	
H2 Construction LLC (Waverly, MO) (ROW hauling, L & H, Stumps)	2024 Helene	Thomas Co, GA	
	2024 Beryl	Bayou Vista, TX Hitchcock, TX	LaMarque, TX
	2022 Ian	Ormond Beach, FL	Ocoee, FL

Subcontractor	Storm Event	Work Location	
14 Activations **3 Activations in FL** **Master Subcontract # 14_219**	2018 Michael	Lynn Haven, FL	
	2017 Harvey	League City, TX	Nassau Bay, TX
	2017 Tornado	Hattiesburg, MS	
	2016 Matthew	Liberty Co, GA	Port Wentworth, GA
	2016 LA Flooding	Central, LA	
	2014 Ice Storm Ulysses	Greensboro, NC	
HDR Trucking LLC (Bamberg, SC) (PUSH, ROW Hauling, HaulOuts, L & H, Demo) 24 Activations **12 Activations in FL** **Master Subcontract # 14_219**	2024 Beryl	Brazoria Co, TX	Brookside Village, TX
	2022 Ian	Kissimmee, FL	Ocoee, FL
	2022 SC Ice Storm Izzy	SCDOT	
	2020 Zeta	Harrison Co, MS	Gulfport, MS
	2018 Michael	Bay Co, FL Decatur Co, GA	Jackson Co, FL Bainbridge, GA
	2017 Irma	Brevard Co, FL Kissimmee, FL Lake Co, FL	Okeechobee Co, FL Polk Co, FL Sumter Co, FL
	2016 Matthew	Callawassie Island, SC Fripp Island, SC Hilton Head Island, SC	Hilton Head (POA) SC Windmill Harbour, SC
	2016 Hermine	Lean Co, FL	Tallahassee, FL
JTL & S Property Preservation (League City, TX) (ROW Hauling, L & H, White Goods, Freon Management) 46 Activations **20 Activations in FL** **Master Subcontract # 17_1020**	2024 Milton	Clearwater, FL Dunedin, FL FDEM Ft. Myers Beach, FL Lee Co, FL	Oldsmar, FL Sanibel, FL Sarasota Co, FL St. Petersburg, FL Tarpons Springs, FL
	2024 Helene	Clearwater, FL St. Petersburg, FL	Tarpons Springs, FL
	2024 Beryl	Bayou Vista, TX	
	2022 Ian	Bonita Springs, FL Estero, FL FDEM Ft. Myers, FL	Ft. Myers Beach, FL Lee Co, FL Sanibel, FL
	2021 Ida	St. John the Baptist Parish, LA	
	2021 May Flooding	Lake Charles, LA	Calcasieu Parish, LA
	2020 Laura	Dequincy, LA Lake Charles, LA	Calcasieu Parish, LA Iowa, LA

Subcontractor	Storm Event	Work Location	
		West Lake, LA Vinton, LA	Sulphur, LA
	2020 TX Winter Storm	Friendswood, TX	
	2020 Tree work	Galveston Co, TX	
	2019 Marine work	Clean Harbors	
	2019 Tornado	Montgomery Co, TX	
	2017 Harvey	Alvin, TX Brazoria Co, TX Dickinson, TX Clear Lake Shores, TX Friendswood, TX League City, TX	La Marque, TX Nassau Bay, TX Seabrook, TX Webster, TX West Columbia, TX
Last Pass Inc. (Miami, FL) (ROW Hauling, L & H, HaulOuts, PUSH) 10 Activations **9 Activations in FL** **Master Subcontract # 22_1883**	2023 Idalia	Taylor Co, FL - Synergy	Ware Co, GA
	2022 Ian	Bonita Springs, FL Estero, FL Ft. Myers, FL FDEM	Ft. Myers Beach, FL Lee Co, FL Punta Gorda, FL Sarasota Co, FL
Lawn Rescue Plus (Miami, FL) (ROW Hauling, L & H, HaulOuts, Stumps) 54 Activations **22 Activations in FL** **Master Subcontract # 16_743**	2024 Milton	Clearwater, FL Dunedin, FL Sarasota Co, FL	Dunedin, FL Waterways St. Petersburg, FL Tarpons Springs, FL
	2024 Helene	Clay Co, FL Lee Co, FL Liberty Co, GA	Garden City, GA Port Wentworth, GA Ware Co, GA
	2024 Beryl	Angleton, TX Brazoria, TX Dickinson, TX Montgomery Co, TX	Brazoria Co, TX LaMarque, TX Lake Jackson, TX Liberty Co, TX
	2021 Ida	St. John the Baptist Parish, LA	Audubon Institute, LA
	2020 Sally	Baldwin Co, AL	
	2020 Laura	Lake Charles, LA West Lake, LA Vinton, LA	Calcasieu Parish, LA West Calcasieu Port, LA Iowa, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN

Subcontractor	Storm Event	Work Location	
	2018 Michael	FL Dept. of Enviro. Protection Lynn Haven, FL	Panama City, FL Parker, FL
	2018 Florence	Holly Ridge, NC Jacksonville, NC North Topsail Beach, NC	Onslow Co, NC Richlands, NC Swansboro, NC
	2017 Irma	Aventura, FL Brevard Co, FL Cocoa Beach, FL Collier Co, FL	FL Dept. of Env. Protection Miami, FL Miami Springs, FL Sunny Isle Beach, FL
	2017 Harvey	Aransas Co, TX	
	2016 Matthew	Hilton Head Island, SC	Windmill Harbour POA, SC
	2016 Hermine	Leon County, FL	Tallahassee, FL
McCombs Tree Service (Rockledge, FL) (ROW Hauling) 12 Activations **8 Activations in FL** **Master Subcontract# 15_295**	2024 Milton	Brevard Co, FL Orange Co, FL	Winter Springs, FL
	2021 Ida	Biloxi, MS Maintenance	
	2018 Florence	Onslow Co, NC	Swansboro, NC
	2016 Matthew	Brevard Co, FL	Cocoa Beach, FL
	2016 Hermine	Leon Co, FL	Tallahassee, FL
	2015 Winter Strom	Raleigh, NC	
	2012 TS Beryl	Nassau Bay, FL	
Michael's Tree Services (Memphis, TN) (ROW Hauling, L & H, DMS Site Work) 12 Activations **10 Activations in FL** **Master Subcontract # 17_1042**	2022 Ian	Sarasota Co, FL	Venice, FL
	2020 Sally	Fairhope, AL	AL DOT SW Region
	2018 Michael	Jackson Co, FL	
	2017 Irma	Lauderdale by the Sea, FL Lazy Lakes, FL Plantation, FL	Polk Co, FL Sunrise, FL Tarpon Springs, FL Wilton Manors, FL
New Gen Environmental Group / Bil-Jim Construction (Toms River, NJ) (ROW Hauling, Dredging, Demo, Waterway)	2021 Ida	State of New Jersey	
	2020 Zeta	Gulfport, MS	
	2020 Laura	Calcasieu Parish, LA	
	2018 Michael	Bay Co, FL	Panama City, FL
	2017 Irma	FL Dept. of Enviro. Protection	

Subcontractor	Storm Event	Work Location	
12 Activations **3 Activations in FL** **Master Subcontract # 17_1024 / 13_479**	2017 Harvey	Montgomery Co, TX Dickinson, TX	Port Arthur, TX
	2016 Matthew	Fayetteville, NC	Raleigh, NC
	2013 Sandy	State of New Jersey	
ReclaimIt Enterprises (Greenville, TN) (PUSH, ROW Hauling, L & H, HaulOuts) 19 Activations **9 Activations in FL** **Master Subcontract # 18_362**	2022 Ian	Apopka, FL Charlotte Co Public Schools Estero, FL	Lee Co, FL Venice, FL Winter Garden, FL
	2020 Zeta	Audubon Institute, LA	
	2020 Delta	Iowa, LA	
	2020 Sally	Orange Beach, AL Spanish Fort, AL	Gulf Shores, AL
	2020 Laura	Lake Charles, LA Sulphur, LA	Calcasieu Parish, LA
	2018 Michael	Jackson Co, FL Lynn Haven, FL	Panama City, FL Parker, FL
	2011 Irene	James City Co, VA	
Riccelli Enterprises (North Syracuse, NY) (HaulOuts) 15 Activations **10 Activations in FL** **Master Subcontract # 17_1099**	2022 Ian	Edgewater, FL Ft. Myers, FL Ft. Myers Beach, FL	Lee County, FL Sanibel, FL Volusia Co, FL
	2020 Laura	Calcasieu Parish, LA	Lake Charles, LA
	2020 TN Tornado	Nashville/Davidson Co, TN	
	2018 Michael	Bay Co, FL Panama City, FL	Parker, FL Washington Co, FL
	2017 Harvey	Aransas Co, TX	San Patricio Co, TX
S&K Rome (Bogalusa, LA) (PUSH, HaulOuts, Waterways) 2 Activations **2 Activations in FL** **Master Subcontract # 24_3132**	2024 Milton	Sarasota Co, FL Venice, FL	
Statewide Tub Grinding/ WLW (Apopka, FL)	2022 Ian	Venice, FL	
	2018 Michael	Apalachicola, FL Franklin Co, FL	Carrabelle, FL Parker, FL

Subcontractor	Storm Event	Work Location	
(PUSH, ROW Hauling, Stumps, HaulOuts) 17 Activations **13 Activations in FL** **Master Subcontract # 15_616**	2017 Irma	Fort Myers, FL Lake Co., FL	Lee Co., FL Sanibel, FL
	2016 Matthew	Brevard Co, FL Ormond Beach, FL	Cocoa Beach, FL
	2008 Ike	Galveston Co, TX La Marque, TX	Texas City, TX Tiki Island, TX
	2005 Wilma	Ft. Lauderdale, FL	
Steadfast Services / Slick Machines (Cummings, GA) (ROW Hauling, Site Grinding, HaulOuts, Sand, Concrete) 5 Activations **1 Activation in FL** **Master Subcontract# 17_1031**	2022 Ian	Lee Co, FL	
	2017 Harvey	Port Arthur, TX	
	2011 Deep Water Horizon Oil Spill	Obrien's BP Oil Spill AL	
	2008 Ike	Bolivar, TX	TX GLO
Waterfront Recovery LLC (Rockledge, FL) (Waterway Debris) 6 Activations **5 Activations in FL** **Master Subcontract # 17_966**	2024 Milton	South Indian Water District Dunedin, FL Waterways	
	2021 Laura - Waterways	Calcasieu Parish, LA	
	2018 Michael	FL Dept. Of Enviro. Protection	
	2017 Irma	FL Dept. Of Enviro. Protection	
	2016 Matthew	FL Dept. Of Enviro. Protection	

Personnel

CrowderGulf is proud to have a highly experienced and responsive team. Our expert personnel are trained in debris and disaster recovery operations and are ready to mobilize quickly with the resources, equipment, and subcontractor support to meet project demands.

All CrowderGulf officers, managers, and supervisors have participated in successful debris recovery efforts and are fully trained in:

- Quality control
- Safety protocols
- Ethics and compliance
- Drug-free workplace policies

In addition to our core team, CrowderGulf maintains access to a network of seasoned professionals, including retired and semi-retired experts from construction, municipal government, FEMA, and utility sectors. We also maintain standby agreements with engineering firms to provide supplemental engineering technical support and services, if needed.

Project Management Team

Below is a list of CrowderGulf personnel who may be assigned to the Client's management team. Each team member brings extensive experience in emergency debris management. Additional staff may be added based on project needs, subject to Client approval.

Assigned personnel will be **dedicated full-time** to the Client's project from activation through closeout. This continuity ensures consistent communication and coordination with all recovery stakeholders.

CrowderGulf understands that the project management team/key team members assigned to the Fort Myers Beach contract shall not be substituted without the expressed permission of the Town.

Project Management Team				
Name	**Position**	**Email**	**Phone**	**Years' Experience**
Ashley Ramsay-Naile	President	jramsay@crowdergulf.com	(646) 872-1548	30
Reid Loper	Senior Vice President	rloper@crowdergulf.com	(678) 477-3755	20
Jacob "Matt" Tate	Director of National Response and Recovery	mtate@crowdergulf.com	(251) 402-4696	26+
Nick Pratt	Director of Operations	npratt@crowdergulf.com	(251) 402-5566	21
Wilber Ledet	Deputy Director of Operations	wledet@crowdergulf.com	(228) 326-5915	18
Margaret Wright, PhD	Documentation Director	mwright@crowdergulf.com	(251) 604-6346	29
Wesley Naile	Director of Pre-Event Services	wnaile@crowdergulf.com	(251) 533-5585	21
Drew Sprinkle	Deputy Director of Pre-event Services	dsprinkle@crowdergulf.com	(251) 423-1100	9
Don Madio	Regional Director	dmadio@crowdergulf.com	(813) 285-8749	26
Joe Hayes	Regional Manager	jhayes@crowdergulf.com	(561) 315-1360	8
Jim Frye	Project Manager	jfrye@crowdergulf.com	(228) 990-1965	10
Jeff Zemlik	Safety Manager	jzemlik@crowdergulf.com	(251) 509-9422	13
Jesus Carretie	Program Manager	jcarretie@crowdergulf.com	(512) 375-0229	11

Corporate Management Team

CrowderGulf's top-level leadership brings decades of experience in disaster debris removal, recovery operations, and emergency management. These individuals have played key roles in every major contract activation over the past decade, guiding projects from initial mobilization through final invoicing and reconciliation.

Ashley Ramsay-Naile – President



A graduate of the University of South Alabama, Ms. Ramsay-Naile has been a driving force behind CrowderGulf's operations since 1995. Her leadership was instrumental in establishing and managing the company's Disaster Administration Office (DAO), which supports field operations, logistics, contract management, and back-office functions.

Her responsibilities span:

- Client liaison and contract negotiations
- Proposal development and subcontractor coordination
- Field supervision and project management
- Oversight of accounts payable, receivable, and human resources

With deep expertise in both field operations and documentation management, Ms. Ramsay-Naile is a nationally recognized leader in the debris recovery industry. Her integrity and leadership have helped build one of the most capable and dedicated teams in the business.

CrowderGulf President, Ashley Ramsay-Naile will act as an authorized signer, and will be directly involved in any resulting evaluations, negotiations and recommendations for the Town of Fort Myers Beach.

Reid Loper – Senior Vice President



Mr. Loper has over 15 years of experience in disaster recovery and is a recognized industry authority and Subject Matter Expert in FEMA debris policies and waterway debris removal. His leadership has been pivotal in response efforts for:

- BP Deepwater Horizon oil spill
- Hurricane Sandy (NJ)
- Hurricane Michael (FL)
- Hurricanes Ian, Helene, and Milton

Specializing in complex, high-risk debris removal operations, Mr. Loper has managed:

- Over 92 million cubic yards of debris
- 93 simultaneous debris missions during the 2017 storm season
- Removal of 14.4 million cubic yards of debris during Hurricane Michael response and recovery efforts in 2018
- Removal of more than 22 million cubic yards of debris during the 2020 hurricane season
- Waterway debris removal projects nationwide
- Pricing for more than 1,500 disaster-specific debris removal RFPs

Mr. Loper began his career with CrowderGulf in 2010, demonstrating exceptional skill in managing large-scale operations. He holds a degree in aerospace engineering from Auburn University and maintains certifications in FEMA, NIMS, OSHA 30, and HAZWOPER 40. He is a licensed general contractor in multiple states, including Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, and Louisiana, and serves on the board of the Alabama Coastal Foundation.

CrowderGulf Senior Vice President, Reid Loper will act as an authorized signer, and will be directly involved in any resulting evaluations, negotiations and recommendations for the Town of Fort Myers Beah. Additionally, Mr. Loper will assign CrowderGulf project management and field staff to tailor a complete project and field management team for the Town.

Jacob "Matt" Tate – Director of National Response and Recovery



Mr. Tate began his career with USACE Mobile District and rose to become the National Debris Program Manager. He retired from USACE after 25 years, including 20 years leading disaster response missions. As a Senior Debris Subject Matter Expert, he was deployed to 38 disaster events across the U.S. and internationally, including floods, hurricanes, typhoons, wildfires, winter weather, and building collapses.

His expertise includes:

- Debris removal operations (ROW, PPDR, CDR, demolition, marine debris)
- DMS development, reduction, recycling, and disposal
- Project and contract management
- Budgeting, scheduling, and cost estimating

He frequently briefed senior leadership and served as the primary point of contact for FEMA debris missions. He holds a Bachelor of Science in Civil Engineering from the University of South Alabama and has received numerous awards for his service.

In his role at CrowderGulf, Mr. Tate leads federal market expansion, strengthens pre-event contracts, and fosters strategic partnerships.

CrowderGulf National Director of Response and Recovery, Matt Tate, will be directly involved in any resulting evaluations, negotiations & recommendations for the Town of Fort Myers Beach. Additionally, Matt will continually advise and support management & field staff on updated Federal and State Public Assistance Policies, current debris management best practices & any specialized programs resulting from disaster events.

Nick Pratt – Director of Operations



Mr. Pratt leads CrowderGulf's field operations and serves as the primary point of contact during initial disaster response. Since joining CrowderGulf in 2004, he has participated in every major activation, progressing through roles from equipment operator and crew foreman to project manager and now Director of Operations.

Key Expertise:

- Rapid damage assessment and resource allocation
- Coordination of subcontractors, field personnel, and equipment
- Quality control and compliance with FEMA regulations

Nick has managed logistics for large-scale operations, including the BP Oil Spill response, where he deployed hundreds of pieces of equipment and trained personnel. His leadership was critical in multi-state activations following Hurricanes Harvey and Irma, overseeing resources for **91 contracts across Texas and Florida** and coordinating **683 subcontractors**.

He also directed waterway debris removal projects for the Florida Department of Environmental Protection and managed simultaneous activations in North Carolina and Florida after Hurricanes Florence and Michael. Most recently, Nick led operations in multiple states following Hurricanes Milton and Helene, ensuring timely mobilization and efficient recovery.

Certifications:

- CPR and First Aid
- OSHA 30-Hour Construction
- HAZWOPER 40-Hour and refresher
- NIMS trained

CrowderGulf Director of Operations, Nick Pratt, will be directly involved with any activations in the Town of Fort Myers Beach. Mr. Pratt will allocate and assign equipment, operators, project resources and subcontractors, including specialized debris removal equipment, ensuring a complete and fully staffed response.

Margaret R. Wright, Ph.D. – Senior Documentation Director



Dr. Wright has over 25 years of experience in technical writing, compliance, and documentation management. She has played a pivotal role in CrowderGulf's Disaster Assistance Office (DAO) since 2010, overseeing:

- Proposal development and training programs
- FEMA compliance and reimbursement documentation
- Coordination with monitoring firms during reconciliation

Her field experience includes managing documentation before the advent of ADMS systems, ensuring accuracy through CrowderGulf's proprietary database. Dr. Wright developed CrowderGulf's **Hurricane Preparedness and FEMA Regulations Orientation Program**, delivering training across multiple states.

She has supported clients during FEMA audits, including reconciling **$9 million in invoices** for Tallahassee and Leon County after Hurricane Hermine in 2016. Today, she continues to lead documentation efforts and mentor new employees. She is NIMS trained.

Regional Directors and Managers

Don Madio – Regional Director (Florida)



A lifelong Florida resident, Mr. Madio has over **20 years of disaster recovery experience**, managing more than **200 large-scale projects**. Since joining CrowderGulf after Hurricane Matthew, Don has overseen:

- **64 projects** removing **11.8 million cubic yards of debris** post-Hurricane Irma
- **15 million cubic yards** of debris removal following Hurricane Michael
- **34 contract activations** for Hurricanes Ian and Nicole in 2022

Don continues to provide guidance for ongoing projects and recent activations, including Hurricanes Ian and Nicole (2022) and Hurricane Idalia (2023). Outside storm season, he focuses on client relationships, contract maintenance, and annual training for project managers and subcontractors.

Education & Certifications:

- University of Florida graduate
- Numerous FEMA and USACE certifications

Serving as Florida Regional Director, Don Madio will be one of the Town's direct point-of-contact for day-to-day pre-planning and coordination, client education, prior to an event, and throughout any resulting activations in the Town.

Drew Sprinkle – Deputy Director of Pre-Event Services/ Regional Manager (Alabama & Mississippi)



Mr. Sprinkle serves as CrowderGulf's **Deputy Director of Pre-Event Services** and **Regional Manager** for Alabama and Mississippi. With over a decade of experience in disaster debris removal, Mr. Sprinkle has managed complex projects and special initiatives across multiple states. Notable career highlights include:

- Field Supervisor during Hurricane Ike (2008)
- Logistics Supervisor for BP Oil Spill response (2010)
- Project Manager for major hurricane recovery operations, including:
- Hurricane Michael: Oversaw removal of 1.2 million cubic yards of debris
- Hurricane Sally: Managed recovery for Gulf Shores, AL
- Hurricane Ian: Directed operations in Venice, FL

Mr. Sprinkle also led a **$9 million marine construction project** for The Nature Conservancy, building **33 oyster reefs** using precision limestone placement.

In his current role, Mr. Sprinkle coordinates pre-event contract pricing and amendments, facilitates communication between clients and operations teams, and oversees proposal development and cost estimates.

Education & Certifications:

- B.S. in Business Administration (Supply Chain Management), Auburn University
- Licensed General Contractor in AL, NC, CA, NM, and TN
- OSHA 30, TWIC, NIMS certified
- U.S. Coast Guard Merchant Mariner Credential (OUPV)

CrowderGulf's Deputy Director of Pre-Event Services, Drew Sprinkle, will be one of the Town of Fort Myers Beach's day-to-day points of contact for contract-related updates and pre-event services.

Joe Hayes – Regional Manager (Florida)



Mr. Hayes combines a strong background in general contracting and disaster debris management with extensive field experience. Since joining CrowderGulf in 2016, Mr. Hayes has managed major recovery operations across Florida and beyond. Notable career highlights include:

- **Hurricane Irma (2017):** Managed multiple projects contributing to the removal of **10 million cubic yards of debris statewide**
- **Hurricane Michael (2018):** Directed operations in Jackson County, FL, overseeing removal of **2.5 million cubic yards of debris**
- **Hurricane Laura (2020):** Managed recovery in Calcasieu Parish, LA, removing **7 million cubic yards of debris**

Joe continues to represent CrowderGulf in South Florida, focusing on client preparedness and operational readiness. He is an honors graduate of **Florida Atlantic University**.

Serving as Florida Regional Manager, Joe Hayes will be one of the Town's direct points of contact for day-to-day pre-planning and coordination, client education, prior to an event and throughout any resulting activations in the Town.

Barton Holmes – Regional Manager (East Coast)



Mr. Holmes brings a distinguished background in law enforcement and U.S. Army Special Operations. Since joining CrowderGulf in 2016, Mr. Holmes has introduced innovative practices, including the **first use of drones for debris documentation and volumetric calculations** during Hurricane Matthew recovery. Key projects include:

- Hurricane Harvey (2017): Managed multiple projects along the Texas Coast
- Kentucky Tornado Response (2021): Oversaw removal of 200,000 cubic yards of debris under severe weather conditions
- Hurricane Ian (2022): Led cleanup in Fort Myers Beach, managing removal of 800,000 cubic yards of debris

Currently, Mr. Holmes serves as Regional Manager for Eastern Region clients, focusing on training programs and strengthening client relationships.

Field Personnel and Project Management Team

Jeff Zemlik – Director of Health and Safety



Mr. Zemlik joined CrowderGulf in 2010 during the BP Oil Spill, where he led contractor safety programs for Alabama. Since then, he has directed safety operations for major disaster activations, including:

- Hurricanes Harvey & Irma: Managed safety for 1,500 hauling trucks across three states with zero recordable injuries
- Hurricane Michael (2018): Oversaw Panama City PUSH operations and leaner/hanger program
- 2020 Season: Coordinated PPE distribution for COVID-19 and managed safety for multiple hurricane responses

- Hurricane Ian (2022): Provided safety and environmental oversight for Lee County debris operations

Mr. Zemlik holds multiple advanced safety certifications and manages CrowderGulf's DOT program. His expertise includes root cause analysis, incident investigation, and arborist certification.

Education & Certifications:

- Degrees in Occupational Safety & Health and Organizational Management
- OSHA 500, HAZWOPER trainer, USACE CQM, Asbestos Inspector/Supervisor
- ISA Certified Arborist
- NIMS trained

Serving as Safety Manager and CrowderGulf Staff Arborist, Jeff Zemlik will be involved directly in all aspects of operational safety and quality control during any future activations in the Town of Fort Myers Beach.

Wilber Ledet – Deputy Director of Operations



Mr. Ledet began his disaster recovery career after Hurricane Ike in 2008, managing marine debris removal and hazardous vessel reclamation in Texas. His leadership roles include:

- Deepwater Horizon Oil Spill (2010–2012): Managed 800 HAZWOPER-certified responders and coordinated daily environmental meetings
- Hurricane Isaac (2012): Oversaw sand removal and beach berm construction for Dauphin Island, AL
- Managed large-scale land and waterway projects across AL, LA, FL, SC from 2014–2023

Mr. Ledet plays a critical role in mobilizing operations post-disaster and ensuring successful project completion. His ability to coordinate clients, subcontractors, and internal teams is a cornerstone of CrowderGulf's operational success.

CrowderGulf Deputy Director of Operations, Wilber Ledet, will be directly involved with any future debris removal activations in the Town of Fort Myers Beach. Mr. Ledet will assist in allocating and assigning equipment, operators, project resources and subcontractors, including specialized debris removal equipment ensuring a complete and fully staffed response.

Jim Frye – Project Manager



Mr. Frye has over **20 years of experience** in debris management across the United States. Since joining CrowderGulf in 2017 after Hurricane Irma, Mr. Frye has participated in **every major activation**, managing projects for hurricanes, tornadoes, floods, and red tide events, and is NIMS-trained.

Key Expertise:

- Asset and subcontractor coordination
- Staging area and debris site management
- Client communication and project oversight

CrowderGulf Senior Project Manager, Jim Frye will be assigned to any resulting activations in the Town of Fort Myers Beach. Mr. Frye will be responsible for day-to-day operational oversight and quality control, as well as communication and coordination with the Town.

Disaster Administration Office Team

Wesley Naile – Director of Pre-Event Services



Mr. Naile has worked in disaster recovery since 2004, beginning as a Project Manager during Hurricanes Charley, Frances, and Jeanne. He later served as Logistics Coordinator, managing equipment and subcontractor deployment. Today, Mr. Naile oversees pre-event contract database management, client coordination for contract awards and renewals, and resource mobilization during activations.

Wes served three years in the U.S. Army as a 12B Combat Engineer and attended the University of South Carolina-Beaufort. He is also NIMS-trained.

CrowderGulf's Director of Pre-Event Services, Wes Naile, will be the Town of Fort Myers Beach's day-to-day point of contact for contract-related updates and client services.

Jesus Carretie – Program Manager



Mr. Carretie manages program execution across multiple projects, ensuring alignment with CrowderGulf's operational goals. His recent work includes leading a **pilot PPDR/CPDR/Title Property program** for the Florida Department of Emergency Management after Hurricane Ian, completing debris removal and demolition of **2,400 properties**.

Additional Expertise:

- Data management and invoicing
- Client relations and business management
- FEMA Public Assistance and CDBG-DR programs

Mr. Carretie has worked in emergency management since 2014, supporting numerous major projects including Hurricanes Hermine, Irma, and Ian, as well as the 2020 Oregon wildfires. Prior to joining CrowderGulf's team, Mr. Carretie worked as a Senior Grants Specialist in a FEMA Public Assistance project, and as a Production Manager on a Community Development Block Grant-Disaster Recovery project. NIMS-trained.

Florida Program Manager, Jesus Carretie will be the Town's day-to-day contact for project invoicing, administrative support, Public Assistance Policy education and advisory, and will be assigned to any specialty programs such as Private/ Commercial Property Debris Removal (PPDR/ CPDR) occurring in the Town at the time of activation.

Amber Ramsay – Public/Community Relations and Marketing Manager



Ms. Ramsay has served as CrowderGulf's Public/Community Relations and Marketing Manager since 2004. Her responsibilities include:

- Acting as liaison between CrowderGulf Project Managers and key stakeholders, including USACE, elected officials, and Emergency Operations Centers
- Coordinating with Public Information Officers to ensure timely and accurate communication to residents during disaster recovery
- Managing CrowderGulf's continuing education programs and conference coordination

Ms. Ramsay's field experience includes supervisory roles in Pascagoula, MS (Hurricane Ivan, 2004), Lake Charles, LA (Hurricane Rita, 2005), and multiple activations across TX, NC, and AL. Prior to joining CrowderGulf, she worked as Marketing/Sales Manager for McKenzie-Childs in New York City for 10 years.

Education & Certifications:

- Graduate of Auburn University
- NIMS trained

Gina Walley – Accounts Receivable Manager / Documentation Specialist



Ms. Walley has managed accounts receivable and documentation for CrowderGulf since 2005. She works closely with clients and monitoring firms to ensure accurate documentation for FEMA audits and reimbursement. Her expertise includes:

- Designing and managing in-house databases for contracts, subcontractors, and historical data
- Developing CrowderGulf's proprietary database post-Hurricane Ike to improve data accuracy

Her experience spans **20+ major hurricane events** and numerous non-disaster projects, and she is NIMS-trained.

CrowderGulf's Accounts Receivable Manager and Documentation Specialist, Gina Walley, will be directly involved with all project invoicing during any contract activations in the Town of Fort Myers Beach.

Jenny Todd Weaver – Subcontractor SMBE Compliance Manager



Ms. Weaver manages subcontractor engagement and promotes CrowderGulf's Small/Minority Business Enterprise (SMBE) participation. Her responsibilities include:

- Localizing subcontractors during RFP development
- Ensuring compliance with SMBE goals and community involvement

Ms. Weaver joined CrowderGulf in 2005 during Gulf Coast recovery efforts post-Hurricane Katrina.

Education & Certifications:

- B.S. in Marketing, University of Alabama
- NIMS trained

Resumes provided.

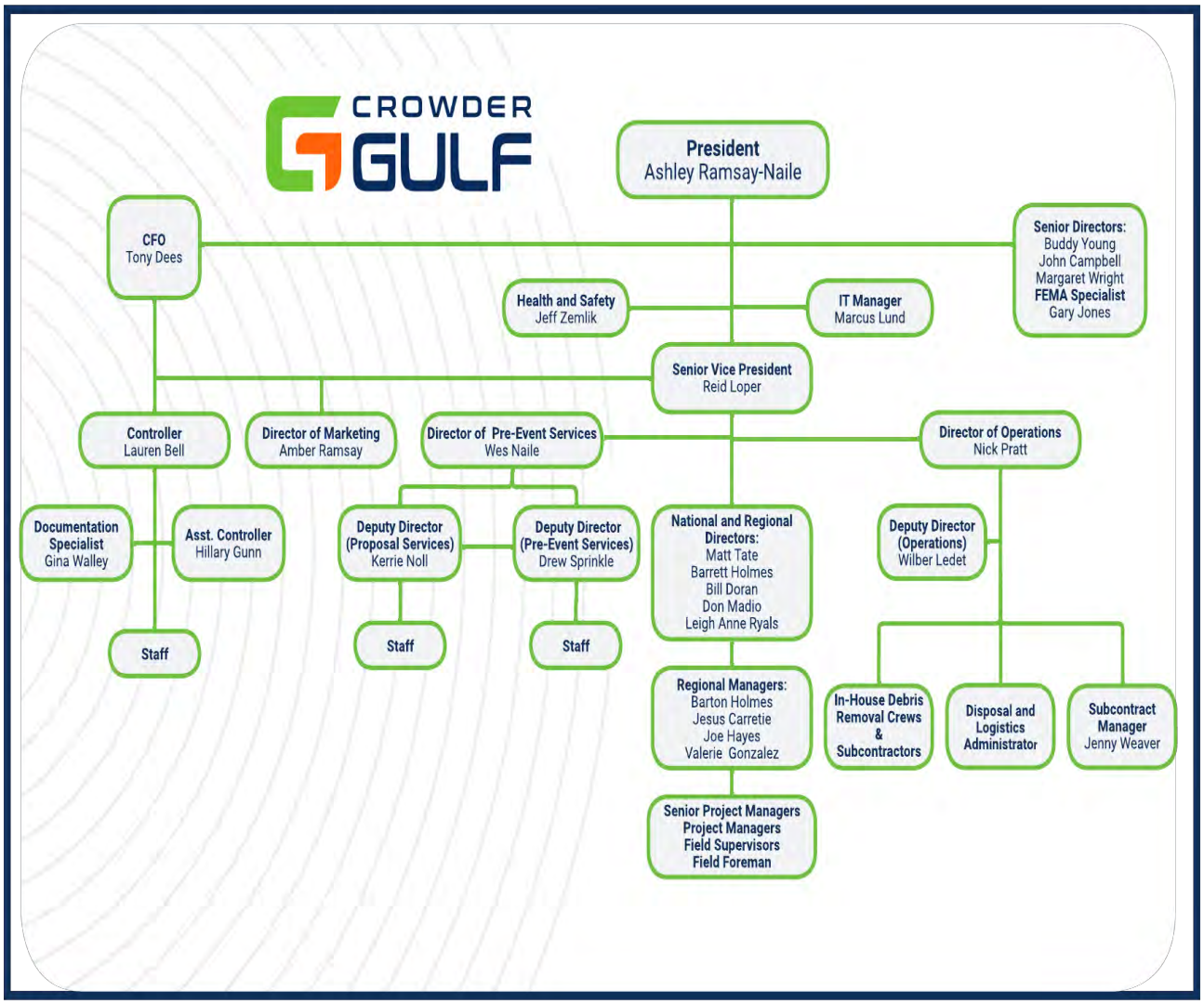
*No employee identified for anticipated assignment to the client's Site Management Team has **ever** been a defendant in any proceeding involving or arising out of debris removal services. We have only submitted personnel information on those employees that have been identified to specifically work with the Town of Fort Myers Beach, as requested. Additional information regarding CrowderGulf's complete personnel team can be supplied to the Town upon request.*

Organization Chart

CrowderGulf's organizational hierarchy is based on the nationally recognized **Incident Command System (ICS)**, which provides a scalable and flexible framework for managing disaster recovery operations. This structure ensures:

- Clear Chain of Command: Defined roles and responsibilities for efficient decision-making
- Controlled Supervision: Groups of five or fewer to maintain quality control under high-stress conditions
- Operational Flexibility: Adaptable structure to meet the demands of any activation

By leveraging ICS principles, CrowderGulf maintains optimal performance and accountability throughout all phases of debris management—from initial mobilization to final closeout.



Key Personnel Storm Chart

The chart below lists CrowderGulf's key personnel and the storms/activations and their experience since 2005. Additional information provided in their brief bios and submitted with their resumes

Key Personnel Past Storm Experience	2005			2006		2008		2009		2010		2011			2012		2013	2014			2015	2016				2017		2018		2019	2020		2021				2022			2023			2024			
	Hurricane Katrina	Hurricane Rita	Hurricane Wilma	Ice Storm	TS Ernesto	Hurricane Gustav	Hurricane Ike	Ice Storm	TS Ida	BP Oil Spill	Hurricane Earl	Hurricane Irene	Tornado	Hurricane Isaac	Hurricane Sandy	TS Debbie	Blizzard Nemo	Ice Storm Pax	Ice Storm Ulysses	Severe Storms &	Ice Storm	TX Severe Storms	LA Severe Storms	Hurricane Hermine	Hurricane Matthew	Hurricane Harvey	Hurricane Irma	Hurricane Florence	Hurricane Michael	Texas Tornado	Hurricane Laura /	Hurricane Sally	Hurricane Ida	Hurricane Nicholas	Kentucky Tornado	Severe Storms &	Florida Tornado	Ice Storm	Hurricane Ian	Tornados –	TX Ice Storms	Hurricane Idalia	Texas Tornado	Hurricane Beryl	Hurricane Helene	Hurricane Milton
Ashley Ramsay-Naile, President	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Nick Pratt, Dir. of Operations	✓		✓	✓			✓			✓		✓		✓	✓			✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Reid Loper, Senior Vice President										✓				✓	✓					✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Raymond "Buddy" Young, Senior Director		✓	✓		✓		✓	✓		✓		✓	✓		✓		✓					✓		✓	✓	✓			✓	✓	✓	✓		✓					✓	✓				✓	✓
John Campbell, Senior Director			✓				✓					✓	✓	✓	✓			✓		✓					✓		✓		✓										✓					✓	✓
Mate Tate, National Director *	×					×	×	×	×	×			×	×	×		×	×		×		×	×	×	×	×	×	×		×	×	×		×				×			×			×	×
Barrett Holmes, Regional Director																		✓				✓	✓	✓	✓		✓	✓			✓	✓		✓			✓	✓	✓		✓			✓	✓
Bill Doran, Director	×	×				×	×			×				×								×				×	×		×		×		×					×	✓		✓			✓	✓
Don Madio, Regional Director **						×	×	×	×		×	×		×	×	×	×	×	×					×	×	✓	✓		✓		✓					✓		✓			✓			✓	✓
Leigh Anne Ryals, Regional Director	×					×	×		✓			✓		✓				✓				✓	✓	✓	✓	✓		✓	✓	✓		✓							✓	✓		✓		✓	✓	✓
Margaret Wright, Ph.D., Documentation Dir.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Valerie Gonzalez, Regional Manager																																							✓	✓	✓	✓	✓		
Drew Sprinkle, Regional Manager							✓			✓															✓	✓	✓	✓		✓	✓	✓						✓	✓		✓	✓	✓	✓	✓
Barton Holmes, Regional Manager																								✓	✓	✓	✓	✓				✓		✓	✓		✓	✓	✓		✓			✓	✓
Wilber Ledet, Senior Project Manager							✓	✓		✓		✓	✓	✓	✓		✓	✓	✓	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓		✓						✓	✓	✓	✓	✓	✓	✓	✓

Key Personnel Past Storm Experience	2005			2006		2008		2009		2010		2011			2012		2013	2014			2015	2016				2017		2018		2019	2020		2021				2022			2023			2024		
Howard Turner, Project Manager			×									×													✓		✓	✓			✓	✓		✓				✓			✓			✓	✓	✓
Joe Hayes, Project Manager																										✓	✓		✓		✓					✓		✓	✓		✓		✓	✓	✓
Isam Brisco, Project Manager																												✓	✓	✓	✓	✓			✓					✓	✓	✓	✓	✓	✓
Lew Najor, Project Manager																												✓	✓	✓	✓	✓	✓						✓			✓	✓	✓	✓
Jesus Carretie, Program Manager																		✓	✓	×				×		×											✓		✓			✓		✓	✓
Jeff Zemlik, Safety Manager										✓		✓	✓	✓	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jim Frye, Project Manager																				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Marian Banks, Project Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Brandon Remley, Project Manager																															✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Gary Jones, FEMA Specialist **														✓	✓		✓	✓	✓	✓		✓			✓	✓				✓							✓		✓				✓	✓
Wesley Naile, Director of Pre-Event Services	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Amber Ramsay, Marketing & Com. Relations	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓					✓					✓			✓	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓	✓			✓	✓
Gina Walley, Accounts Receivable Mg	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jenny Todd Weaver, Subcontracts Mgr.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

× ***This denotes that these employees have additional experience with storms prior to 2005, FEMA, United States Army Corp. of Engineers, Emergency Management or other Companies.****

Mate Tate *also has extensive previous experience under the USACE with the following: California Wildfires 2017-2018, New Mexico Wildfires 2022, Hawaii Wildfires 2023, Guam Typhoon 2023, Tennessee Tornado Outbreak 2023, Puerto Rico Hurricane Maria 2017*

Understanding of Governmental Programs

CrowderGulf's management team includes former FEMA Directors, Emergency Managers, and FEMA- and USACE-trained Debris Specialists. Our staff holds numerous certifications in FEMA programs, OSHA Health & Safety, and Hazardous Materials handling. This expertise ensures full compliance with federal, state, and local regulations and supports clients in meeting all documentation requirements for FEMA, FHWA, and Office of Inspector General audits.

Our team's regulatory knowledge and expertise include the Code of Federal Regulations (**44 CFR**) and FEMA's Public Assistance Program and Policy Guide.

Certifications and Training

CrowderGulf personnel maintain FEMA course certifications and OSHA safety credentials. Continuing education is a priority—our staff attends state and national conferences annually to maintain certifications and stay current with evolving regulations. Relevant courses held by staff include**:**

- FEMA Emergency Management Institute courses
- NIMS ICS 100, 200, 300, 400
- FEMA Debris Management and Monitoring courses
- OSHA 30-Hour Construction Safety
- HAZWOPER 40-Hour and refresher training

Additional courses and certifications held by CrowderGulf staff include, but are not limited to, the following:

Course No.	Course Name	Course No.	Course Name
IS 1	Emergency Program Mgr.	IS-2	Emergency Preparedness in the USA
IS-5	Intro to Hazardous Materials	IS-10/11	Animals in Disaster
IS-26	Guide to Points of Distribution	IS-27	Orientation to FEMA logistics
IS-30/31	Mitigation e-Grants training	IS-30/31	Mitigation e-Grants training
IS-35.10	FEMA Ethics	IS-45.11	FEMA Safety Orientation
IS-55	Household Hazardous Materials	IS-75	FEMA Military Resources and EMA
IS 100	Intro to ICS	IS-111	Livestock in Disaster
IS-111	Livestock in Disaster	IS-101/102	Deployment Basics
IS-120	Introduction to exercises	IS-139	Exercise Design
IS 200	ICS for single resources & Initial Action Incidents	G-202	Debris Management
K-202	Debris MGT Planning Course for State Tribal / locals	IS-208	State Disaster Management
IS-230	Principals of Emergency Management	IS-235	Emergency Planning
IS-240	Leadership & Influence	IS-242	Effective Communications
IS-241	Decision Making and Problem Solving	IS-250	Emergency Support Functions
IS-250	Emergency Support Functions	IS-253b	Overview of FEMA'S Environmental and Historic Preservation Review
E-257	State Director's Training	IS-288	Role of Vol. Agencies in Emer. Mgt.
L-269	Managing FEMA Staff on Disaster Ops.	L-292	Disaster Field Operations Mgt.

IS-300	Intermediate ICS	IS-317	Intro to Community Emergency Response Teams
IS-324a	Community Hurricane Preparedness	IS- 363	Hurricane Readiness
G-363	Hurricane Readiness	L-382	Public Assistance Coordinator (PAC) Crew Leader
G-385	Disaster Response and Recovery Operations	IS-393	Intro. Hazard Mitigation
IS-403	Individual Assistance	IS 400	Advanced ICS
L-545	Basic Human Resources for Disaster Supv.	L-449	ICS Incident Command Train the Trainer
IS-552	The Public Works Role in Emergency Management	IS-546	Continuity of Operations Planning (COOP)
IS-631	Public Assistance Operations	IS-630	Intro to Public Assistance Process
IS-633	Debris Management Plan Development	IS-632	Intro to Debris Ops in FEMA's PA Program
E-684	Integrating Science into Em. Mgt. Policies & Dec.	L-680	Emergency Management – A Leadership Challenge
NIMs 702	NIMS Public Information System	NIMS 700/701a	Multi Agency Coordination System (MAC)
NIMS 703	NIMS Resource Management	NIMS 800a	National Response Plan
IS-810	Oil and Hazardous Materials Response	IS 803	Emergency Support Functions PW
FEMA	Executive Academy Graduate Course	OSHA	HazWoper Training
FEMA	State Director's Training	FEMA	EMI Professional Development Series
	Side Scan Sonar Systems Introduction and Side Scan Sonar Systems Operators Course		Asbestos Contractor Supervisor
Q-534	Emergency Response to Terrorism		

The list below highlights select certifications and specialized training held by CrowderGulf personnel. More than 135 additional certifications and training records are available upon request.

IS-100 Intro to Incident Command Systems, and IS-200 ICS for Single Resources & Initial Action Incidents		
Amber Ramsay	Donna Suters	Marion Banks
Andrew Sprinkle	Gary Jones	Mark Loper
Ashley Ramsay-Naile	Gina Walley	Matt Tate
Barrett Holmes	Jeff Zimlik	Nadia Mohandessi
Barry Lund	Jenny Todd Weaver	Nick Pratt
Barton Holmes	Jesus Carretie	Reid Loper
Betsey Holmes	Joe Hayes	Ronald Thorson
Bill Doran	John Campbell	Sarah Melton
Buddy Young	Kerrie Noll	Valerie Gonzalez
Charles Clark	Leigh Anne Ryals	Vance DeHart
Curt Johnson	Lisa Baldwin	Wilber Ledet
Desiree Matlock	Marcus Lund	
Don Madio	Margaret Wright	

IS-230 Principles of Emergency Management		
Bill Doran	Joe Hayes	Nadia Mohandessi
Curt Johnson	Leigh Anne Ryals	
IS-235 Emergency Planning		
Barry Lund	Curt Johnson	Nadia Mohandessi
Barton Holmes	Joe Hayes	
Bill Doran	Leigh Anne Ryals	
IS-242 Effective Communication		
Barry Lund	Curt Johnson	Nadia Mohandessi
Barton Holmes	Leigh Anne Ryals	Reid Loper
Bill Doran	Mike Moulder	
IS-253b Overview of FEMA's Environmental and Historic Preservation Review		
Barton Holmes		
IS-300 Intermediate ICS, and IS-400 Advanced ICS Command & General Staff IS-300 and IS-400 Instructors: Leigh Anne Ryals, John Campbell		
Bill Doran	Nadia Mohandessi	Valerie Gonzalez
Jeff Zemlik	Reid Loper	
IS-632 Intro to Debris Operations in FEMA's Public Assistance Program		
Barry Lund	Jesus Carretie	Reid Loper
Barton Holmes	Leigh Anne Ryals	Sarah Melton
Curt Johnson	Matt Tate	
Donna Suters	Nadia Mohandessi	
IS-700 Intro to NIMS and IS 800 – Intro to National Response Framework		
Amber Ramsay	Gary Jones	Matt Tate
Andrew Sprinkle	Gina Walley	Nadia Mohandessi
Ashley Ramsay-Naile	Jeff Zemlik	Nick Pratt
Barrett Holmes	Jenny Todd Weaver	Reid Loper
Barry Lund	Jesus Carretie	Ronald Thorson
Barton Holmes	Joe Hayes	Sarah Melton
Bill Doran	John Campbell	Valerie Gonzalez
Buddy Young	Kerrie Noll	Vance DeHart
Charles Clark	Leigh Anne Ryals	Wes Naile
Curt Johnson	Lisa Baldwin	Wilber Ledet
Desiree Matlack	Margaret Wright	
Don Madio	Marian Banks	
Donna Suters	Mark Loper	
OSHA 30-Hour – Construction		
Andrew Sprinkle	John Campbell	Reid Loper
Barret Holmes	Lew Najor	Ronald Thorson
Buddy Young	Lisa Baldwin	Vance DeHart
Charles Clark	Mark Loper	Wes Naile
Eric Hall	Mike Moulder	Wilber Ledet
Jeff Zemlik	Nick Pratt	

OSHA 40-HR- Hazardous Waste and Emergency Response (HAZWOPER)		
Curt Johnson	John Campbell	Reid Loper
Jason Zirlott	Mark Loper	Vance Dehart
Jeff Zemlik	Nick Pratt	Wilber Ledet
OSHA 10-Hour General Industry		
Jeff Zemlik	Lew Najor	Reid Loper
OSHA 500 Train-the-Trainer		
Jeff Zemlik		
Watershed Management Training		
Barry Lund	Jeff Zemlik	Reid Loper
Brandi Snell	Leigh Anne Ryals	
USACE Construction Quality Management		
Amber Ramsay	Jason Zirlott	Matt Tate
Andrew Sprinkle	Jeff Zemlik	Nadia Mohandessi
Barrett Holmes	John Campbell	Nick Pratt
Barry Lund	Leigh Anne Ryals	Reid Loper
Barton Holmes	Lew Najor	
Don Madio	Margaret Wright	
Transportation Worker's Identification Card (TWIC)		
Andrew Sprinkle	Jeff Zemlik	Wilber Ledet
Barry Lund	Nick Pratt	
Curt Johnson	Reid Loper	
First Aid/CPR		
Amber Ramsay	Eric Hall	Matt Tate
Andrew Sprinkle	Gary Jones	Mike Moulder
Ashley Ramsay-Naile	Gina Walley	Nick Pratt
Barrett Holmes	Jeff Zemlik	Reid Loper
Barry Lund	Jenny Todd Weaver	Ronald Thorson
Buddy Young	John Campbell	Vance DeHart
Charles Clark	Leigh Anne Ryals	Wes Naile
Desiree Matlack	Margaret Wright	Wilber Ledet
Donna Suters	Mark Loper	
Asbestos Supervisor; Certified Arborist; Utility Specialist; Tree Risk Assessment		
Jeff Zemlik		
Asbestos Inspectors		
Jeff Zemlik	Jim Frye	
Underground Utility and Excavation Certification		
Lew Najor		
Federal Aviation Administration Unmanned Aircraft General – Small UAG		
Barton Holmes		



CROWDER GULF

Resumes



Ashley Ramsay-Naile

President

Core Competencies

- Disaster Response & Recovery
- Emergency Planning & Management
- Strategic Leadership & Negotiation
- Contract Administration
- Budgeting & Cost Control
- Procurement & Vendor Management
- Project Planning & Execution
- Client & Partner Relations & Engagement
- Operational Compliance
- Team Development & Performance Management

Education & Affiliations

- Bachelor of Science, Special Education, University of South Alabama
- Governor-Appointed Member, Alabama State Workforce Investment Board
- Board Member, Family Business Institute, University of South Carolina

Professional Overview

As President of CrowderGulf, Ashley Ramsay-Naile brings more than three decades of experience leading large-scale disaster response and debris management operations nationwide. Known for her **steady leadership, strategic foresight, and operational excellence**, she has overseen recovery missions for **dozens of federally declared disasters**, hurricanes, and major weather events.

Since joining CrowderGulf in 2004, Ms. Ramsay-Naile has advanced from Project Manager to Chief Operating Officer and now President—driving the company's growth into **one of the most trusted disaster recovery contractors in the nation**. She manages all administrative, financial, and field operations with a focus on **efficiency, accountability, and client satisfaction**.

Her deep expertise in **emergency management, contract negotiation, and resource optimization** ensures that every CrowderGulf project—from initial mobilization through final closeout—meets the highest standards of safety, compliance, and performance.

Key Achievements & Responsibilities

- **Operational Leadership:** Directed enterprise-wide operations and disaster activations across multiple states, overseeing hundreds of personnel, subcontractors, and equipment assets
- **Strategic Program Management:** Led response and recovery missions for more than 30 federally declared disasters, including major hurricanes, floods, tornadoes, and environmental emergencies
- **Financial Oversight:** Managed administrative and financial processes for debris projects exceeding hundreds of millions in total value, ensuring transparency and fiscal control
- **Regulatory Compliance:** Supervised accounts receivable/payable, documentation, and reporting for complex multi-jurisdictional operations to maintain compliance with FEMA and client audit standards
- **Contract Negotiation:** Negotiated contracts, vendor agreements, and procurement strategies to secure favorable terms and ensure timely delivery of materials and services
- **Process Optimization:** Championed company-wide process improvements, streamlining mobilization timelines, enhanced safety performance, and improved client satisfaction metrics
- **Client Coordination:** Maintained proactive communication with city, county, and state officials to coordinate debris operations, permitting, and environmental compliance
- **Strategic Growth:** Guided organizational growth through business development, workforce planning, and long-term strategic partnerships

Representative Project Portfolio

- **Hurricanes Milton, Helene, Francine, Debbie, and Beryl (2024):** Company-wide oversight of multi-state debris recovery and reduction operations
- **Hurricanes Ian & Nicole (2022)**: Company-wide oversight of large-scale debris removal, temporary debris reduction sites, and final disposal coordination
- **Hurricanes Irma & Harvey, Michael, Laura, Sally, & Ida (2017-2021):** Oversaw complex, multi-state debris management operations, ensuring efficient execution of concurrent activations, temporary reduction sites, and final disposal logistics.
- **Deepwater Horizon Oil Spill (2010):** Coordinated shoreline cleanup and documentation for one of the largest environmental recovery efforts in U.S. history.

(Selected major activations; full list available upon request)

Reid Loper

Senior Vice President, LEED AP

Core Competencies

- Disaster Response & Recovery
- Large-Scale Operations Management
- Marine & Waterway Debris Removal
- Contract Negotiation & Administration
- Project Estimating & Budgeting
- Strategic Planning
- Multi-State Activation Management
- Client Relations
- Safety Leadership
- Business Development
- Technical Proposal Writing
- Personnel & Equipment Logistics

Education & Certifications

- Bachelor of Science, Aerospace Engineering, Auburn University
- LEED AP (Leadership in Energy and Environmental Design Accredited Professional)
- National Incident Management System: Multiple Certifications
- HAZWOPER 40-Hour & 8-Hour Refresher
- NASCLA Accredited Contractor
- OSHA 10 & 30-Hour Safety
- Licensed General Contractor (Qualified Agent) - AL, GA, LA, MS, SC, & VA

Professional Overview

Reid Loper is a proven leader in large-scale disaster recovery operations, with 15 years of experience directing complex, multi-state debris management and emergency response missions. Since joining CrowderGulf in 2010, he has led or overseen **more than 18 federally declared disaster responses** and managed **over $800 million in projects** involving debris removal, sand screening, dredging, marine and waterway debris removal, and vessel operations.

As Senior Vice President, he provides strategic oversight for CrowderGulf's national response operations, ensuring safe, compliant, and cost-effective performance across diverse mission types. Recognized as one of the industry's foremost experts in **waterways debris management,** he has led more marine debris recovery missions since 2012 than any other professional in the field.

Mr. Loper's **field-tested leadership** is defined by **strategic planning, disciplined execution**, and s**trong client relationships**. His prior experience in commercial construction enhances his ability to manage complex programs with technical precision, financial accountability, and operational efficiency.

Key Achievements & Responsibilities

- **Strategic Program Leadership:** Directed multi-regional, simultaneous activations for hurricanes, tornadoes, floods, and ice storms, ensuring safe, compliant, and profitable execution across diverse geographies
- **Financial Oversight:** Managed more than $800 million in total project costs, consistently meeting performance and profitability goals
- **Operational Command:** Supervised teams of more than 1,200 field staff and 600+ assets, ensuring readiness and rapid mobilization in dynamic emergency environments.
- **Contract & Client Management:** Negotiated and execute complex client contracts; managed subcontractor compliance, insurance, billing, and performance
- **Business Development:** Spearheaded proposal development, RFP responses, and technical presentations; cultivated long-term relationships with local, state, and federal clients
- **Safety Leadership:** Maintained company-wide TRIR below 2.0, integrating safety and operations into a unified management system
- **Innovation & Growth:** Developed new operational models for marine debris removal and expanded CrowderGulf's footprint into new markets

Representative Project Portfolio

- **Hurricanes Milton, Helene, Francine, Debbie, and Beryl (2024):** Directed 70+ activations across five states, coordinating large-scale debris and marine recovery operations
- **Hurricanes Ian & Nicole (2022)**: Oversaw 44 activations in Florida and South Carolina; accelerated recovery timelines through optimized logistics and contractor coordination
- **Hurricanes Irma & Harvey (2017):** Managed concurrent activations in Florida and Texas, including removal of over 250,000 CY of waterway debris for Florida DEP
- **Deepwater Horizon Oil Spill (2010):** Served as Senior Project Manager overseeing statewide response for Alabama, coordinating large-scale vessel operations and shoreline cleanup

(Selected major activations; full list available upon request)

Matt Tate

National Director for Response & Recovery

Core Competencies

- Disaster Recovery & Debris Operations
- Strategic & Operational Planning
- Emergency Management
- Interagency Coordination
- Federal Program Leadership
- Contract Management
- Training & Workforce Readiness
- Client Relations
- Logistics & Field Operations

Education, Awards, & Certifications

- Bachelor of Science, Civil Engineering, University of South Alabama
- National Incident Management System: Multiple ICS and ESF certifications
- Army Engineer Association Bronze Order of the De Fleury Medal
- Civilian Award for Humanitarian Service
- Superior Civilian Service Award
- Achievement Medal for Civilian Service
- Commander's Award for Civilian Service
- USACE South Atlantic Division Emergency Manager and Responder of the Year

Professional Overview

Matt Tate is a **nationally recognized leader in disaster recovery and debris management** with over 20 years of experience directing large-scale emergency operations across the United States. His expertise spans every phase of disaster response—from initial mobilization and debris clearance to long-term recovery and after-action improvement.

As CrowderGulf's National Director for Response and Recovery, Mr. Tate leverages his extensive U.S. Army Corps of Engineers (USACE) background to strengthen federal partnerships, advance operational capabilities, and ensure rapid, compliant, and cost-effective service delivery. He has managed debris programs valued at **over $5 billion,** trained national response teams, and shaped policy and best practices that continue to guide national debris operations today.

Key Achievements & Responsibilities

- **Strategic Program Leadership:** Directed national response and recovery initiatives for federal and local clients, expanding CrowderGulf's footprint across multiple states & markets
- **Federal Debris Management Expertise**: Led the USACE National Debris Program, overseeing seven ESF #3 Debris Planning and Response Teams and more than 40 subject matter experts supporting FEMA mission assignments nationwide
- **Operational Excellence:** Developed and executed logistics, staffing, and operational plans for complex, multi-state activations, ensuring rapid mobilization, field coordination, and regulatory compliance
- **Training & Workforce Development:** Implemented the Mobile Training Team (MTT) model to improve national debris team readiness, training hundreds of personnel for field operations, quality assurance, and specialty debris streams
- **Contract & Fiscal Oversight:** Served as Contracting Officer's Representative (COR) for the USACE Advanced Contract Initiative (ACI), managing programs exceeding $5 billion and leading two Source Selection Evaluation Boards
- **Interagency Coordination:** Served as the USACE liaison to FEMA, DHS, and other federal, state, and tribal agencies, ensuring synchronized debris missions under ESF #3 and supporting operations at multiple levels
- **Continuous Improvement:** Integrated lessons learned into USACE and CrowderGulf training, plans, and Standard Operating Procedures, strengthening nationwide debris response through data-driven after-action programs
- **Field Operations Leadership:** Deployed as Debris SME and mission manager to major disasters across the U.S., providing lifecycle mission management

Representative Project Portfolio

- **Hurricanes Milton, Helene, Francine, Debbie, and Beryl (2024):** Coordinated 70+ activations across five states, coordinating large-scale debris & marine recovery operations
- **Maui Wildfires (2023)**: Led USACE debris response & recovery operations, including a PPDR mission for more than 2,000 structures and construction of a temporary debris management site for final regulated disposal of hazardous materials
- **Hurricanes Ian & Nicole; NM Wildfires; KY Floods (2022)**: Provided debris technical assistance and oversight to the state and FEMA; led PPDR missions for more than 400 structures in challenging terrain with significant environmental constraints
- **Hurricanes Laura, Sally, Zeta, and Ida (2020-2021):** Provided debris technical assistance and oversight to the states and FEMA; managed deployment of hundreds of volunteer responders

(Selected major activations; full list available upon request)

Nick Pratt

Director of Operations

Core Competencies

- Disaster Debris Management & Recovery Operations
- Multi-State Field Operations Oversight
- Strategic Planning & Logistics Coordination
- Contractor & Subcontractor Management
- Environmental Protection & Regulatory Compliance
- Resource Allocation & Workforce Optimization
- Equipment & Resource Readiness Management

Education & Certifications

- Coursework in Disaster Management & Emergency Services, University of South Alabama
- CPR & First Aid
- 40-Hour HAZWOPER Certification; 20-Hour Refresher
- OSHA Construction Safety
- National Incident Management System: Multiple ICS certifications

Professional Overview

Nick Pratt is a results-driven disaster recovery and debris management professional with over 20 years of experience leading complex, multi-state response operations. He specializes in directing large-scale disaster debris removal projects, coordinating personnel, equipment, and subcontractors to deliver safe, efficient, and timely outcomes.

Mr. Pratt has a proven track record of managing operations for hurricanes, tornadoes, floods, and other severe weather events, consistently meeting or exceeding project goals. He excels at pre-event planning, resource allocation, and strategic execution, ensuring operations run smoothly from initial mobilization through final debris disposal. Known for his ability to build cohesive teams and foster operational excellence, he maintains strict compliance with federal, state, and local regulations while implementing innovative solutions to optimize efficiency and minimize risk.

Key Achievements & Responsibilities

- **Operational Leadership:** Directed multi-state disaster debris operations, coordinating hundreds of personnel, equipment, and subcontractors to complete complex projects safely and efficiently
- **Project & Asset Management:** Oversaw the planning, staging, and deployment of field assets to ensure timely execution and adherence to project goals
- **Environmental Compliance:** Led waterway debris removal and other sensitive operations while maintaining strict environmental protection standards
- **Interagency Coordination:** Managed communication and coordination with federal, state, and local agencies to streamline disaster response and ensure compliance
- **Performance Oversight:** Implemented quality control processes and performance monitoring to maximize productivity, reduce rework, and meet or exceed operational benchmarks

Representative Project Portfolio

- **Hurricane Helene (2024):** Directed 16 activations across four states, managing multi-state debris removal operations resulting in timely clearance of over 1.5 million cubic yards of debris
- **Hurricane Milton (2024):** Oversaw 32 activations in Florida, implementing strategic logistics and operational planning that improved crew productivity and ensured safe disposal of vegetative and construction debris across multiple counties
- **Hurricane Debbie & Francine (2024):** Managed single-activation responses in GA and LA, optimizing local resources and ensuring compliance with FEMA debris management protocols while expediting debris clearance
- **Hurricane Beryl, Winds & Floods (2024):** Coordinated 29 activations across three states, leading multi-jurisdictional debris removal, enhancing operational efficiency, and supporting critical post-storm infrastructure restoration
- **Hurricane Idalia & Misc. Winter Storms (2023):** Directed 15 activations across six states, overseeing almost 2 million cubic yards of debris removal, coordinating multiple crews and temporary debris sites to accelerate storm recovery

(Selected major activations; full list available upon request)

Wilber Ledet

Deputy Director of Operations

Core Competencies

- Disaster Recovery Operations
- Marine Debris & Vessel Reclamation
- Hazardous Material Management
- Environmental Remediation
- FEMA & USACE Compliance
- Team Leadership & Safety Training
- Sand Recovery & Beach Restoration
- Shoreline Stabilization & Environmental Stewardship
- Operational Planning & Logistics
- Contract & Resource Management

Education & Certifications

- USACE Construction Quality Management for Contractors Certification
- OSHA 30-Hour Construction Safety Course
- HAZWOPER 40-Hour Certification
- National Incident Management System: Multiple ICS certifications

Professional Overview

With over 16 years of experience in disaster recovery, marine debris operations, and large-scale environmental response, Mr. Ledet brings proven leadership in coordinating complex field operations across multiple states and agencies. His expertise spans vessel reclamation, hazardous material removal, sand reclamation, and debris management for both public and private sector clients. He has successfully managed multimillion cubic-yard debris removal projects, ensuring full regulatory compliance and environmental stewardship under FEMA and USACE guidelines.

Mr. Ledet is known for his operational precision, team leadership, and safety-first approach. He has developed and implemented training programs, optimized resource deployment, and led field teams through high-pressure recovery missions. His consistent delivery of safe, efficient, and high-quality results has contributed to the success of numerous disaster recovery missions nationwide.

Key Achievements & Responsibilities

- **Project Leadership & Field Operations:** Directed multimillion-cubic-yard debris removal, marine debris recovery, and reclamation efforts across multiple states, maintaining schedule, safety, and environmental standards
- **Environmental Compliance:** Ensured adherence to federal, state, and local regulations during hazardous material removal, waste disposal, and shoreline restoration operations
- **Marine & Vessel Reclamation:** Oversaw vessel storage, fuel and oil removal, and environmentally responsible disposal, reducing contamination risk and restoring waterways to navigable condition
- **Training & Safety Oversight:** Implemented staff training programs and daily safety briefings, ensuring compliance with OSHA and HAZWOPER protocols across all operations
- **Coordination:** Collaborated with federal, state, and local officials, including FEMA, USACE, and environmental agencies, to align project execution with mission objectives

Representative Project Portfolio

- **Hurricane Idalia (FL, GA, 2023):** Led multi-state debris recovery operations, coordinating resources across regional teams for rapid mobilization and cleanup
- **Tornado & Storm Response (AR, FL, NC, TX, VA, 2023):** Managed simultaneous activations, streamlining logistics and field oversight
- **Hurricanes Ian & Nicole (FL, 2022):** Directed large-scale debris management operations with focus on coastal environmental protection
- **Hurricane Ida (LA, MS, 2021):** Managed debris clearance and disposal, ensuring compliance with FEMA debris eligibility requirements
- **Hurricane Laura & Sally (LA, AL, FL, 2020):** Supervised simultaneous operations totaling over one million cubic yards of debris removal
- **Hurricane Florence & Michael (NC, 2018):** Oversaw 1.1 million CY debris removal and disposal across multiple jurisdictions

(Selected major activations; full list available upon request)

Margaret Wright, Ph.D

Senior Documentation Director

Core Competencies

- Disaster Documentation & Data Management
- QA/QC Oversight & Compliance
- Technical Writing, Editing, & RFP Support
- FEMA Policy & Audit Support
- Debris Management Training & Mentorship
- Multi-State Project Coordination
- Change Management & Documentation
- Historical Data Analysis & Reporting

Education & Certifications

- Ph.D, Instructional Design & Development, University of South Alabama
- Masters Degree, University of South Alabama
- AA Certification, Learning Disabilities, University of South Alabama
- Bachelor of Science, Elementary Education, Auburn University
- National Incident Management System - Multiple ICS certifications

Professional Overview

Margaret R. Wright, PhD, is a highly experienced disaster documentation and QA/QC leader with nearly 30 years in disaster recovery, debris operations, and emergency management. She specializes in managing large-scale documentation teams, coordinating FEMA-compliant processes, and ensuring accurate reconciliation and invoicing across multi-state disaster projects. Dr. Wright brings extensive expertise in training development, technical proposal writing, program evaluation, and quality assurance oversight for complex debris operations.

She has led documentation and reconciliation for hundreds of disaster activations, including hurricanes, tornadoes, ice storms, and flooding across Florida, Texas, North Carolina, South Carolina, Louisiana, Maryland, and Virginia. Dr. Wright is recognized for her ability to streamline documentation workflows, mentor project managers, and provide strategic guidance on compliance and audit readiness. Her leadership ensures consistency, accuracy, and timeliness in all documentation processes, supporting both field operations and client reporting.

Key Achievements & Responsibilities

- **Documentation Leadership:** Directed all aspects of disaster project documentation, ticket reconciliation, invoicing, and FEMA audit compliance for multi-state, large-scale debris removal operations
- **Quality Assurance/Quality Control:** Served as Director of QC/QA documentation teams, ensuring accurate data collection, reporting, and technical compliance for dozens of simultaneous contracts
- **Training & Mentorship:** Developed and maintained CrowderGulf Project Manager Training Manual; designed, coordinated, and conducted client and internal training sessions across multiple states
- **Technical Proposal Development:** Managed proposal writing and editing teams for pre-event RFPs, ensuring accuracy and alignment with contract requirements
- **Program Evaluation & Research:** Conducted post-project evaluation research, analyzing operations and documentation efficiency to guide process improvements
- **Client & Audit Support:** Provided technical assistance to clients for FEMA audits, coordinated follow-up documentation, and ensured accurate reporting of debris operations.
- **Field Office Operations:** Oversaw setup, staffing, and management of Debris Management Field Offices, coordinating personnel and workflows for high-volume activations.

Representative Project Portfolio

- **Hurricanes Beryl, Debbie, Francine, Helene, Milton & Winds/Floods (2024):** Oversaw documentation for multiple simultaneous debris projects across impacted jurisdictions
- **Hurricane Idalia & Tornadoes (2023):** Managed documentation and QA/QC for multiple activations
- **Hurricanes Ian & Nicole (2022):** Directed all documentation and oversaw documentation QA/QC for multiple concurrent and overlapping activations in Florida
- **Hurricanes Ida & Nicholas (2021):** Supervised documentation flow for multiple contracts across MS, LA, and TX
- **Hurricanes Sally & Zeta (2020):** Assisted self-monitoring clients in FEMA-required documentation processes
- **Hurricanes Florence & Michael (2018):** Led QC/QA documentation teams for 30 simultaneous contracts in NC, SC, and FL

(Selected major activations; full list available upon request)

Wesley Naile

Director of Pre-Event Services

Core Competencies

- Disaster Operations Planning & Pre-Event Logistics
- Multi-State Contract & Project Management
- Debris Operations & Large-Scale Recovery
- Interagency Coordination & Client Engagement
- Equipment & Resource Readiness Management
- Operational Process Improvement & Risk Mitigation
- Emergency Response Communication Systems Management
- Strategic Resource Allocation

Education & Certifications

- Bachelor of Science, University of South Carolina
- US Army - 12B Combat Engineer
- National Incident Management System: Multiple ICS certifications

Professional Overview

Wesley Naile is a results-driven disaster operations leader with over 20 years of experience in pre-event planning, logistical coordination, and disaster debris operations. He excels at developing and managing complex operational strategies, deploying pre-positioned equipment, and leading teams to execute large-scale recovery and mitigation efforts efficiently and safely. Mr. Naile has extensive expertise in planning, procurement, tactical operations, and interagency coordination, ensuring disaster readiness across multiple states and jurisdictions.

He is recognized for streamlining logistics and communication systems, implementing innovative pre-event strategies, and ensuring rapid, safe, and effective deployment of personnel and resources. His leadership style emphasizes proactive planning, operational excellence, and team development, enabling high-performing results in high-pressure disaster environments.

Key Achievements & Responsibilities

- **Pre-Event Planning & Logistics:** Oversees all pre-event disaster planning, equipment staging, and “Quick Kit” readiness to ensure rapid deployment and operational efficiency
- **Contracts & Project Oversight:** Manages multiple disaster contracts across federal, state, and local agencies, ensuring timely and compliant debris removal and disaster response operations
- **Team Leadership & Training:** Directs and trains multi-disciplinary teams, providing clear guidance on safety, operational procedures, and project execution
- **Interagency Coordination:** Cultivates and leverages strong collaborative relationships with FEMA, USACE, and state and local agencies to streamline communication and ensure unified operational strategies
- **Operational Process Improvement:** Evaluates and implements innovative logistical processes, procedures, and systems to maximize disaster response efficiency and minimize operational delays
- **Equipment & Supply Management:** Maintains and manages warehouses, equipment, and pre-positioned supplies for rapid activation during disasters

Representative Project Portfolio

- **Hurricane Idalia & Tornado/Winter Storms (2023):** Managed 12 activations across AL, AR, FL, NC, TX, and VA, nearly 2 million CY of debris removed/disposed
- **Hurricanes Ian & Nicole (2022):** Supervised 44 activations in FL, LA, and SC, over 13 million CY of debris removed/disposed
- **Hurricanes Nicholas & Ida; Tornadoes & Flooding (2021):** Directed 14 activations in TX, LA, and KY, including disaster debris and flood mitigation
- **Hurricanes Delta, Zeta & Sally (2020):** Oversaw 18 activations in LA, TX, AL, and FL, including large-scale C&D and vegetative debris removal
- **Hurricane Laura (2020):** Supervised 8 activations in LA & TX, coordinating multi-jurisdictional debris operations
- **Hurricane Michael (2018):** Managed 11 activations in FL & GA, 12 million CY of debris removed, including FL DEP waterways

(Selected major activations; full list available upon request)

Drew Sprinkle

Deputy Director of Pre-Event Services

Core Competencies

- Disaster Debris Operations & Field Management
- Pre-Event Planning & Client Coordination
- Subcontractor Oversight & Performance Management
- Heavy Marine Construction & Coastal Infrastructure
- Regulatory Compliance & Documentation Management
- Safety Leadership & Quality Control
- GIS, Reporting Systems, & Project Scheduling

Education, Licenses, & Certifications

- Bachelor of Science, Auburn University
- Alabama Heavy Construction General Contractor License
- North Carolina Highway & Heavy Construction License
- California Class A General Engineering Contractor License
- National Incident Management System - multiple ICS certifications
- USACE Construction Quality Management
- OSHA Certified

Professional Overview

Drew Sprinkle is an experienced project manager and pre-event services leader with a strong background in disaster debris operations, heavy marine construction, subcontractor oversight, and multi-jurisdictional client coordination. With nearly a decade of hands-on experience at CrowderGulf, he has managed large, complex field operations involving hundreds of personnel and equipment assets while ensuring regulatory compliance, safety performance, and meticulous documentation across all project phases.

Mr. Sprinkle excels at client communication, operational problem-solving, and quality-driven execution, consistently delivering efficient, compliant, and cost-effective results. His industry experience spans hurricanes, tornadoes, flooding, shoreline restoration, marine construction, and habitat restoration projects across the Southeast and Gulf Coast. He also serves as the qualified individual for CrowderGulf's general contractor licenses in Alabama, North Carolina, and California.

Key Achievements & Responsibilities

- **Project Leadership:** Directs large-scale debris and construction projects, overseeing field operations, staffing, equipment, and daily progress to meet client objectives.
- **Client Coordination:** Serves as the primary liaison to municipal, county, and state clients, ensuring clear communication, schedule alignment, and rapid issue resolution.
- **Subcontractor Oversight:** Manages subcontractor performance, reporting accuracy, and documentation compliance to support timely invoicing and payment.
- **Operational Efficiency:** Implements process improvements, field solutions, and productivity enhancements to maximize output and minimize project delays.
- **Safety & Compliance:** Leads safety meetings, enforces regulatory standards, and maintains strict adherence to OSHA, USACE CQM, and project-specific protocols.
- **Technical Execution:** Delivers heavy marine construction support—including rock placement, dredging, and shoreline restoration—when not deployed for disaster operations.
- **Pre-Event Services:** Supports proposal development, client deliverables, and pre-event contract readiness across multiple states.

Representative Project Portfolio

- **Hurricane Idalia (2023):** Managed four activations across Florida & Georgia, overseeing debris operations, subcontractor coordination, and client communication
- **Lightning Point Shoreline Restoration Phase II (2023):** Directed $1.4M coastal restoration effort in Bayou La Batre, AL, including rock placement and access-channel dredging
- **Hurricane Ian (2022):** Supported 35 activations in Florida, including managing all debris operations for the City of Venice
- **Hurricane Nicole (2022):** Managed debris collection across three county activations in Florida
- **Hurricane Ida (2021):** Led field operations and subcontractor oversight for debris removal activities in Gulfport, MS
- **ALDOT Bridge Fender System Repair (2021):** Executed marine infrastructure repairs supporting state transportation assets in Dauphin Island, AL
- **Lightning Point Shoreline Restoration (2021):** Supported major living shoreline habitat restoration in Bayou La Batre, AL
- **Hurricanes Delta & Zeta (2020):** Coordinated multi-state debris operations across Mississippi & Texas under tight response timelines

(Selected major activations; full list available upon request)

Leigh Anne Ryals

Regional Director – Alabama, Mississippi, Texas

Core Competencies

- Disaster Response & Recovery Operations
- FEMA Public Assistance Policy & Documentation
- Multi-Jurisdictional Incident Coordination
- Crisis Communications
- Project Management & Client Relations
- Technical Writing & Proposal Development
- Emergency Management Training & Instruction
- Team Leadership & Contractor Oversight

Education, Affiliations, & Certifications

- Bachelor of Arts, Radford University
- Certified Local Emergency Manager (CLEM), Alabama
- Advanced Level Certification in Emergency Management (ALEM)
- CPR & Bloodborne Pathogens Certified
- National Incident Management System Certified Instructor
- USACE Construction Quality Management

Professional Overview

Ms. Leigh Anne Ryals is an accomplished emergency management and disaster recovery leader with extensive experience directing large-scale debris operations, coordinating multi-agency response efforts, and guiding municipal and county governments through complex FEMA recovery programs. She brings strong expertise in debris management, client coordination, public information, and project oversight across multiple states and disaster types.

At CrowderGulf, Ms. Ryals has served as Regional Director, Project Manager, Incident Commander, and Government Liaison, recognized for her operational efficiency, FEMA policy expertise, and high-level client service. She has supported 12 Presidential Disaster Declarations, delivered training across the Southeast, and provided strategic guidance on FEMA PA policy, documentation, and disaster readiness. Her portfolio spans hurricanes, tornadoes, ice storms, and specialized debris missions in AL, MS, TX, FL, GA, NC, and SC.

Key Achievements & Responsibilities

- **Regional Leadership:** Directs debris operations and provides daily oversight for Project Managers across AL, MS, and TX, ensuring consistent performance, compliance, and client satisfaction
- **Client Liaison:** Serves as the primary point of contact for regional municipal and county clients, offering expert guidance on FEMA PA policy, reimbursement documentation, and disaster recovery procedures
- **Operational Management:** Leads multi-jurisdictional debris removal missions for hurricanes, tornadoes, and ice storms, coordinating field teams, subcontractors, and monitoring partners to maintain safe and efficient operations
- **Project Execution:** Manages high-profile activations and statewide responses delivering timely and compliant project outcomes
- **Training & Capacity Development**: Conducts annual disaster debris management training for city and county governments and provides policy updates and best practices at national and state emergency management conferences

Representative Project Portfolio

- **Hurricane Ian (2022)**: Supported debris clearing and removal for 38 school and support facilities in Florida, ensuring rapid restoration of safe access and operational continuity
- **Hurricanes Nicholas & Ida (2021)**: Managed multi-jurisdiction debris operations and served as government liaison in Texas, Mississippi, and Louisiana, aligning field activities with FEMA PA requirements
- **Hurricane Sally (2020) – City of Daphne, AL:** Directed debris removal operations and client coordination to expedite community recovery and documentation accuracy
- **Tornado & Special Projects (2019):** Oversaw two Texas county activations, providing debris management support and technical guidance to local officials
- **Hurricane Dorian (2019):** Led two debris removal activations in South Carolina, ensuring compliance with FEMA policies and supporting local government recovery operations
- **Hurricane Michael (2018) – Panama City Beach, FL:** Served as QC and Data Manager in Panama City, FL for more than 12 million cubic yards of debris, establishing rigorous documentation, reporting, and quality standards

(Selected major activations; full list available upon request)

Barrett Holmes

Regional Director – East Coast

Core Competencies

- Disaster Debris Operations & Emergency Response
- Multi-Site Project Coordination & Logistics
- Team Leadership & Workforce Development
- Risk Management & Safety Compliance
- Strategic Planning & Interagency Collaboration
- Client Relations & Government Liaison
- Safety Management & OSHA Standards
- Strategic Planning & Team Leadership

Education, Affiliations, & Certifications

- Master of Science, Construction Management, University of Florida
- Master of Science, Strategic Studies, U.S. Army Senior Staff College
- Bachelor of Science, Agricultural Economics, Clemson University
- Certified Emergency Manager (CEM), International Association of Emergency Managers
- Society of American Military Engineers
- Army Engineer Association

Professional Overview

Barrett Holmes is an accomplished disaster response and recovery leader with over 30 years of experience managing large-scale, multi-site emergency operations across the Eastern U.S. He is known for building high-performing teams, optimizing operational efficiency, and delivering measurable results under pressure. Mr. Holmes is experienced in strategic planning, operational oversight, and coordinating with federal, state, and local agencies to execute complex disaster recovery missions.

Mr. Holmes drives results by mentoring high-performing teams, streamlining operations, and building trusted relationships with clients and government partners, consistently turning complex projects into successful outcomes.

Key Achievements & Responsibilities

- **Regional Operations Leadership:** Directed regional disaster debris removal operations across multiple states, leading project managers, field personnel, and subcontractors to execute complex, multi-site recovery efforts efficiently
- **Operational Planning & Execution:** Developed and implemented logistics plans for personnel, equipment, and temporary debris management sites, ensuring safe and timely removal of millions of cubic yards of debris
- **Resource & Workforce Management:** Optimized allocation of crews, trucks, and equipment across multiple simultaneous activations, improving efficiency and maximizing project outcomes
- **Safety & Risk Oversight:** Enforced rigorous safety protocols, risk management measures, and environmental compliance across all operations, reducing incidents and maintaining regulatory adherence
- **Team Development & Mentorship:** Coached and mentored project managers and field staff, building high-performing teams capable of executing large-scale, high-pressure disaster recovery projects
- **Performance Optimization:** Implemented innovative operational strategies and quality control measures, achieving measurable improvements in response times, debris removal rates, and client satisfaction

Representative Project Portfolio

- **Hurricane Idalia, Tornadoes & Storms (2023):** Directed regional debris removal operations across multiple counties, efficiently managing personnel, equipment, and temporary disposal sites to restore impacted communities
- **Hurricanes Ian & Nicole (2022):** Led multi-county disaster response, coordinating teams to remove millions of cubic yards of C&D and vegetative debris while ensuring regulatory compliance and public safety
- **Hurricanes Ida & Nicholas; KY Tornadoes & Floods (2021):** Oversaw large-scale debris operations, integrating multiple municipal and county contracts and maintaining seamless communication with government agencies
- **Hurricanes Laura, Sally, Delta & Zeta (2020):** Managed operations for multi-parish, multi-state activations, directing crews through C&D, white goods, and HHW removal, while maintaining schedule and budget adherence
- **Hurricane Dorian, Tropical Storm Imelda & Tornadoes (2019):** Coordinated debris removal across multiple states, implementing strategic resource deployment and operational oversight for maximum efficiency.

(Selected major activations; full list available upon request)

Donald Madio

Regional Director – Florida

Core Competencies

- Disaster Response & Recovery Operations
- FEMA Public Assistance Program
- Emergency Operations Planning & Execution
- Multi-Agency Coordination & Client Engagement
- Project Management & Contract Oversight
- Regulatory Compliance & Documentation Control
- Risk & Impact Analysis
- Training & Technical Assistance
- Crisis Communication & Public Information Management

Education & Certifications

- Bachelor of Science, Public Relations, University of Florida, Gainesville
- OSHA/MOT Certified
- National Incident Management System: Multiple ICS certifications

Professional Overview

Donald Madio is a disaster recovery and debris management specialist with over 25 years of experience leading large-scale emergency response and recovery operations across the United States. As a Regional Director for CrowderGulf, he has managed complex, multi-jurisdictional projects involving FEMA, USACE, HUD, and other federal, state, and local agencies.

He is recognized for his strategic leadership, technical expertise in the FEMA Public Assistance Program, and proven ability to deliver rapid, compliant, and cost-effective debris management solutions. His career is defined by high-impact coordination across teams, agencies, and contractors—consistently improving recovery efficiency, safety, and documentation accuracy in disaster environments.

Key Achievements & Responsibilities

- **Regional Leadership:** Oversees debris management and disaster recovery operations across the Southeast, directing multi-state teams and ensuring timely, cost-effective project delivery
- **Program & Compliance Management:** Ensures all activities adhere to FEMA Public Assistance, USACE, HUD, and EPA regulations, optimizing reimbursement and audit readiness
- **Operational Execution:** Leads planning, mobilization, and execution for hurricane, flood, tornado, and ice storm recovery missions—completing projects exceeding 13 million cubic yards of debris removal
- **Interagency Coordination:** Cultivates and leverages strong working relationships with federal, state, and local officials to streamline communication, resource allocation, and mission success
- **Process Optimization:** Implements operational procedures that enhance efficiency, reduce cost, and improve safety and documentation accuracy
- **Training & Mentorship:** Develops and facilitates technical training for federal, state, and local partners to strengthen disaster readiness and response capacity

Representative Project Portfolio

- **Hurricanes Ian & Nicole (2022) – Florida:** Directed 34 contract activations statewide, managing debris operations exceeding 13 million cubic yards
- **Hurricane Idalia & Winter Storms (2023) – AR, FL, GA, NC, TX & VA:** Supervised 15 contracts across six states, removing nearly 2 million cubic yards of debris
- **Hurricane Michael (2018) – Florida Panhandle:** Oversaw 11 contracts totaling 12 million cubic yards of debris, restoring access and supporting community recovery
- **Hurricane Irma (2017–2018) – Florida:** Managed 64 contract activations throughout the state, coordinating large-scale debris removal and site reduction operations
- **Hurricane Matthew (2016–2017) – Flagler County, FL:** Led debris management for multiple municipalities, achieving full project closeout within FEMA timelines
- **Red Tide Cleanup (2018) – Southwest Florida:** Directed marine and coastal debris removal in Collier, Lee, and Sarasota Counties, ensuring environmental compliance

(Selected major activations; full list available upon request)

Bill Doran

Regional Manager – Louisiana

Core Competencies

- Disaster Recovery & Emergency Management
- Federal Interagency Coordination (FEMA, HUD, DHS, USACE)
- Public Assistance & Mitigation Programs
- Executive Leadership & Policy Development
- Strategic Planning & Program Delivery
- Multi-State Operations & Intergovernmental Affairs
- Crisis Communication & Client Engagement
- Military Support to Civil Authorities

Education & Certifications

- Master of Science, Management, University of Maryland
- Bachelor of Arts, Journalism, Louisiana State University
- Certified Emergency Manager (CEM), International Association of Emergency Managers
- Emergency Management Institute Executive Academy
- U.S. Air War College

Professional Overview

Bill Doran is a seasoned emergency management and disaster recovery executive with more than 30 years of progressive leadership experience spanning federal, state, military, and private-sector operations. His background includes service as a **Presidentially appointed Federal Coordinating Officer (FCO)** for FEMA Region VI, executive-level consulting for Ernst & Young, and senior program direction for Plexos Group and CrowderGulf.

Mr. Doran's career reflects a rare blend of **strategic acumen, operational command, and intergovernmental coordination**, developed through decades of leadership in all-hazards preparedness, response, recovery, and mitigation. He has coordinated billions in federal disaster aid, led complex recovery missions across nine states, and advised governors, senior military officials, and cabinet-level leaders on disaster policy and operations. As Regional Director for CrowderGulf in Louisiana, he leverages this deep experience to deliver efficient, compliant, and community-focused recovery programs.

Key Achievements & Responsibilities

- **Strategic Leadership & Program Oversight:** Directs CrowderGulf operations throughout Louisiana, overseeing multi-state response and recovery activations, contract execution, and client engagement for hurricanes, floods, ice storms, and tornado events
- **Federal Coordination & Policy Expertise:** Served as FEMA Federal Coordinating Officer for 25 federally declared disasters, leading interagency collaboration among federal, state, tribal, and local partners to deliver timely and effective disaster assistance
- **Executive Program Management:** Guided multi-billion-dollar recovery missions, including DR-4277-LA (Baton Rouge Floods) and multiple Texas disasters, achieving over $3 billion in combined aid delivery and cost savings through operational and policy innovation
- **Consulting & Advisory Experience:** Provided senior-level policy, program, and subject matter expertise to FEMA, HUD, USDA, DHS, and DoD through Ernst & Young and Plexos Group, ensuring alignment between government and private-sector emergency management practices
- **Organizational Leadership & Process Improvement:** Led FEMA's Louisiana Recovery Office for Hurricanes Katrina and Rita and directed the FEMA Region VI Response Division, implementing reforms to streamline coordination, reduce costs, and enhance transparency

Representative Project Portfolio

- **Presidentially Appointed FCO (2010-2018):** Presidential appointee for 25 federally declared disasters, coordinating all federal recovery and mitigation assistance; directed multi-state operations in nine states and advised the FEMA Administrator on national disaster response policy
- **Baton Rouge Floods (2016):** Delivered over $2.4 billion in aid, including $750M in Public Assistance and $750M in Individual Assistance; directed one of the largest temporary housing missions in FEMA history with over 4,000 units; implemented QC measures that saved the federal government nearly $30 million in program costs
- **Texas Floods (2016)**: Administered over $1 billion in federal aid across 120 counties while navigating complex political environments among federal, state, and local agencies

(Selected major activations; full list available upon request)

Joe Hayes

Regional Manager – Florida

Core Competencies

- Disaster Debris Operations & Recovery
- Multi-Jurisdictional Project Management
- Debris Estimation & Reduction Strategies
- Field Operations & Crew Supervision
- Operational Logistics & Asset Coordination
- Client Relations & Advisory
- Safety Management & OSHA Standards
- Strategic Planning & Team Leadership
- Performance Metrics & Quality Assurance

Education & Certifications

- Bachelor of Arts, College of Inquiry And Social Design; Florida Atlantic University
- OSHA 30-Hour Construction Safety & Health Certification
- National Incident Management System: Multiple ICS certifications

Professional Overview

Joe Hayes is a dynamic senior project manager with 10+ years of experience leading large-scale disaster response and debris removal operations across Florida and the Gulf Coast. He is experienced in directing multi-phase recovery efforts for hurricanes, floods, tornadoes, and environmental hazards, with a proven ability to manage multiple simultaneous scopes, coordinate personnel and equipment, and maintain clear communication with federal, state, and local officials.

Mr. Hayes specializes in operational logistics, strategic planning, and client advisory support, consistently delivering efficient, safe, and FEMA-compliant results in complex and austere environments. He is adept at developing innovative response protocols that maximize efficiency, enhance client satisfaction, and set new industry standards.

Key Achievements & Responsibilities

- **Regional Operations Leadership:** Directed large-scale disaster response efforts in Florida and Louisiana, managing personnel, subcontractors, and equipment to ensure timely, efficient, and compliant debris removal operations
- **Multi-Phase Project Management:** Oversaw concurrent debris removal scopes across multiple jurisdictions, providing logistical oversight, operational planning, and on-site decision-making for complex disaster events
- **Client Relations & Advisory:** Served as primary point of contact for county, municipal, and state officials, providing operational guidance, administrative updates, and strategic support for disaster response and recovery
- **Operational Efficiency & Safety:** Implemented hands-on management and innovative processes to streamline mobilization, optimize debris removal operations, and ensure adherence to safety and regulatory standards
- **Strategic Oversight & Reporting:** Supported senior management teams by coordinating multi-million-cubic-yard debris operations, monitoring project progress, and ensuring accurate reporting to clients and regulatory agencies

Representative Project Portfolio

- **Hurricane Ian (2022):** Directed statewide recovery operations, including 10+ million cubic yards removed from Lee County ROW; managed personnel, assets, and subcontractors while coordinating with local, state, and federal agencies to ensure safe, efficient debris removal
- **Red Tide Fish Kill (2021):** Served as senior project manager for the mass fish kill event in Fort Myers, FL, overseeing removal & disposal of almost 2 tons of dead fish from Florida beaches and shorelines
- **Hurricane Laura (2020):** Oversaw removal of nearly 7 million cubic yards of debris in Calcasieu Parish, LA, integrating multiple municipal contracts and providing operational oversight across the parish for a combined 12+ million cubic yards
- **Hurricane Michael (2018):** Managed debris removal logistics in Jackson County, FL for nearly 3 million cubic yards of debris; coordinated directly with county officials and FDOT to expand scope and improve efficiency
- **Hurricane Irma (2017):** Directed debris operations for Jupiter, Palm Springs, Stuart, and Vero Beach, FL; provided advisory support statewide to augment a 10+ million cubic yard recovery effort

(Selected major activations; full list available upon request)

Barton Holmes

Regional Manager – East Coast

Core Competencies

- Large-Scale Disaster Debris Operations Management
- Strategic Planning & Leadership
- Multi-State Program Coordination & Oversight
- Client & Government Relations
- Risk Mitigation & Safety Compliance
- Resource & Asset Logistics Optimization
- Budgeting, Cost Control, & Contract Administration
- Innovative Technology Integration

Education & Certifications

- Special Forces Assessment & Qualification Course
- US Army John F. Kennedy Special Warfare Center & School NCOA Basic Leadership Course
- US Army Airborne School
- US Army Infantry School
- South Carolina Criminal Justice Academy, Basic Law Enforcement Class
- National Incident Management System: Multiple ICS certifications

Professional Overview

Barton Holmes is a resourceful and results-driven leader with over 15 years of progressive management experience in disaster response, debris operations, and team leadership across national and international projects. He is adept at assembling, coaching, and motivating high-performing teams to achieve operational excellence while maintaining safety, compliance, and ethical standards.

Mr. Holmes is skilled in strategic planning, project oversight, and complex multi-site operations, with a proven ability to deliver results under pressure. He has extensive experience overseeing large-scale disaster debris removal efforts across multiple states, ensuring the safe and efficient execution of all operational scopes while maintaining the highest standards of safety, compliance, and accountability.

Key Achievements & Responsibilities

- **Disaster Debris Management:** Directed multi-state recovery operations, overseeing personnel, assets, and subcontractors to ensure safe, compliant, and efficient debris removal under demanding conditions
- **Operational Oversight:** Managed all phases of large-scale response projects, maintaining alignment with federal, state, and municipal standards to meet or exceed client expectations
- **Business Development & Training:** Designed and implemented workforce development programs to enhance operational readiness and support regional expansion initiatives
- **Innovation & Technology:** Introduced drone and data-driven documentation systems to streamline project monitoring, reporting, and quality assurance
- **Client & Agency Collaboration:** Served as primary liaison for municipal, county, and state clients, facilitating transparent communication, rapid decision-making, and integrated operational coordination

Representative Project Portfolio

- **Hurricane Idalia, Tornadoes & Storms (2023):** Directed multi-state operations for VA Beach, Eastern NC, and South Georgia, coordinating multiple project teams and resources
- **Hurricane Ian (2022): S**enior Project Manager for Fort Myers Beach, FL, overseeing one of the most complex post-storm debris operations in company history
- **Bowling Green, KY Tornado (2021):** Managed large-scale debris recovery and restoration activities, coordinating with local officials and emergency agencies
- **Hurricane Florence (2018):** Led debris operations for multiple North and South Carolina jurisdictions, achieving over 20 million cubic yards of debris removal
- **Hurricane Harvey (2017):** Oversaw operations for multiple coastal Texas municipalities, ensuring rapid clearance and compliance with federal recovery standards

(Selected major activations; full list available upon request)

Valerie Gonzalez

Regional Manager – Texas

Core Competencies

- Disaster Response & Debris Management
- FEMA Public Assistance & Documentation
- Environmental Health & Regulatory Compliance
- Intergovernmental Coordination
- Public Administration & Program Leadership
- Policy Interpretation & Legal Analysis
- Training & Community Engagement
- Bilingual Communication (English/Spanish)

Education, Affiliations, & Certifications

- Juris Doctor (Valedictorian), Thurgood Marshall School of Law, Texas Southern University
- Bachelor of Arts, Criminal Justice, University of Texas at San Antonio
- Bachelor of Science, Biology, University of Texas at San Antonio
- State Bar of Texas – Active Member in Good Standing
- Registered Sanitarian & Floodplain Management, Municipal Solid Waste Operator (Class B)
- Member of the Texas Environmental Health Association

Professional Overview

Valerie Gonzalez is an accomplished environmental health and disaster recovery professional with over a decade of leadership experience in public sector environmental regulation, emergency management, and large-scale debris operations. As Regional Manager for CrowderGulf in Texas, she oversees multi-site emergency response projects, directing project managers, subcontractors, and field personnel to ensure safe, compliant, and efficient operations across multiple jurisdictions.

Her prior service as Director of Environmental Health for Aransas County, Texas, combined with her extensive legal background, gives her a rare dual perspective on environmental regulation and operational execution. Ms. Gonzalez is recognized for her deep understanding of FEMA debris management protocols, Texas administrative and environmental regulations, and her ability to build collaborative partnerships among local, state, and federal agencies. She is widely regarded as a Debris Management Specialist, known for translating complex regulatory requirements into practical field solutions that enhance community resilience and accelerate disaster recovery.

Key Achievements & Responsibilities

- **Regional Operations Leadership:** Directs multiple emergency debris and recovery projects across Texas, managing regional staff, subcontractors, and equipment to deliver safe, efficient, and FEMA-compliant operations
- **Environmental Program Management:** Led Aransas County's Environmental Health Department, overseeing Environmental Health, Solid Waste, and Vector Control divisions and ensuring full compliance with TCEQ, TDA, and TDLR regulations
- **Disaster & Debris Management Expertise:** Served as Debris Manager for Aransas County after Hurricane Harvey, coordinating with FEMA, TDEM, TXDOT, and USACE. Later deployed with the Texas Division of Emergency Management's Disaster Recovery Task Force to support wildfire debris removal and recovery operations
- **Legal & Regulatory Experience:** Practiced law in Houston with expertise in environmental, contract, and probate matters; skilled in compliance review, legal research, and documentation for regulated industries
- **Public Engagement & Training:** Developed and delivered public education programs on environmental health and debris management, fostering community collaboration and interagency coordination

Representative Project Portfolio

- **Hurricanes Beryl, Helene & Milton (2024):** Oversaw debris response and recovery operations and permitting in several counties, including Clay County (FL) after Hurricanes Helene and Milton, and Angleton, TX after Hurricane Beryl
- **2023 Winter Storms & Straight-Line Winds:** Led regional debris response and recovery operations across Texas, coordinating multi-site activations, field personnel, and FEMA-compliant documentation in partnership with local and state clients
- **Eastland County (TX) Wildfires (2022):** Served as the TDEM Disaster Recovery Task Force Debris Specialist Liaison for debris removal, disposal, and volunteer coordination
- **Hurricane Harvey (2017 - 2022):** Directed countywide environmental health and debris programs in Aransas County; managed debris removal and recovery following Hurricane Harvey; ensured compliance with state and federal regulations; and maintained interagency coordination with FEMA and TDEM

(Selected major activations; full list available upon request)

Lew Najor

Project Manager

Core Competencies

- Disaster Debris Operations Management
- Quality Control & Compliance
- Project Planning & Execution
- Team Leadership & Training
- Client Communication & Reporting
- Hazardous Materials & Environmental Safety
- Marine Debris & Coastal Project Management

Education, Licenses, & Certifications

- Bachelor of Science, Auburn University
- Associate's Degree, Jefferson Davis Community College
- USACE Construction Project Managemet Certification
- Florida Underground Utility Excavation License #CUCO57058
- Class B CDL & OSHA 10-Hour Training
- National Incident Management System: Multiple ICS certifications

Professional Overview

Lew Najor is an experienced Project Manager with over 25 years in disaster debris management, quality control, and construction operations, and a proven ability to lead large-scale projects, ensure compliance with federal, state, and local regulations, and maintain high-quality standards across multiple sites. He is skilled at implementing structured Quality Control programs, coordinating field teams, and optimizing operational efficiency under challenging conditions.

Mr. Najor is known for his results-oriented approach that emphasizes safety, cost-effectiveness, and schedule adherence. He is adept at managing simultaneous activations, overseeing debris removal operations, and providing actionable reporting to senior management and clients. He is a strong communicator with the ability to train, mentor, and lead high-performing teams to deliver measurable outcomes.

Key Achievements & Responsibilities

- **Quality Control Implementation:** Developed and executed three-phase Quality Control programs for debris operations, ensuring compliance with contract requirements and regulatory standards
- **Debris Operations Oversight:** Directed daily operations of debris removal crews, monitored production rates, and ensured safe, efficient, and compliant work across multiple activations
- **Contract and Project Management:** Managed project execution from mobilization to closeout, including client communications, resource allocation, and schedule oversight
- **Safety & Regulatory Compliance:** Monitored safety protocols and adherence to environmental and construction regulations, issuing rework logs and corrective actions when needed
- **Reporting & Documentation:** Prepared detailed weekly reports, tracked definable features of work, and maintained accurate debris removal documentation for federal and local agencies

Representative Project Portfolio

- **St. John the Baptist Parish, LA (2022-2023):** Oversaw NRCS canals, ditches, waterways, PPDR, and ROW operations
- **Pensacola East Bay Oyster Habitat Restoration (2021-2022):** Managed placement of 70K tons of aggregate and installation of 33 habitat reefs
- **Hurricanes Laura, Sally, Delta & Zeta (2020):** Supervised large-scale debris removal activations across multiple jurisdictions, counties, and states
- **Tropical Storm Imelda & Hurricane Dorian (2019):** Directed operations in Texas and South Carolina, ensuring quality control compliance
- **Hurricane Michael (2018):** Provided quality control oversight of 2 million cubic yards of debris removal in Bay County, FL

(Selected major activations; full list available upon request)

Howard Turner

Project Manager

Core Competencies

- Disaster Debris Operations Management
- TDSRS Site Management
- Vegetative Debris Grinding & Reduction
- Client & Agency Coordination
- Logistics & Crew Scheduling
- Claims Resolution & Quality Assurance
- Documentation & FEMA Compliance
- Environmental & Special Projects Oversight

Certifications

- National Incident Management System: Multiple ICS certifications

Professional Overview

Howard Turner is a veteran disaster recovery and debris management leader with more than two decades of experience directing large-scale debris operations, managing Temporary Disposal Storage & Reductions Sites (TDSRS) sites, and coordinating post-disaster recovery efforts across numerous states and hazard types. He brings deep expertise in debris reduction, subcontractor oversight, site restoration, operational logistics, documentation verification, and client coordination under FEMA Public Assistance programs.

Over his 20+ years with CrowderGulf and partner operations, he has delivered high-efficiency field management, reliable service to municipal and county clients, and consistent execution across hurricanes, tornadoes, winter storms, and special reduction missions.

Key Achievements & Responsibilities

- **Operational Leadership:** Manages daily debris removal, reduction, hauling, and disposal operations, including TDSRS oversight and subcontractor supervision.
- **Debris Reduction Management:** Leads grinding operations, secures additional sites, and ensures efficient processing, transport, and beneficial reuse of vegetative materials and wood fiber.
- **Client & InCoordination:** Acts as primary liaison with CrowderGulf clients and FEMA, resolving claims, aligning operations with policy, and maintaining clear communication.
- **Contract & Proposal Management:** Develops bid proposals, manages post-event contract changes, and supports competitive procurement for debris and reduction services.
- **Logistics & Crew Scheduling:** Plans and schedules crews, equipment, and site activities to ensure timely rights-of-way debris collection and coordinated material transport.
- **Compliance & Documentation:** Verifies load tickets, delivery records, and reduction documentation to ensure accurate invoicing and FEMA audit readiness.

Representative Project Portfolio

- **Hurricane Idalia (2023):** Managed multi-jurisdiction debris reduction and hauling operations across impacted communities in Florida and Georgia
- **Miscellaneous Storms & Tornadoes (2023):** Directed diverse tornado and severe-storm debris response missions for 11 activations in five states
- **Hurricane Ian (2022):** Led large-scale debris site management and reduction operations across 35 separate activations in Florida
- **Hurricane Nicole (2022):** Coordinated field operations and site oversight for coastal debris impacts in Florida
- **Winter Storms, Tornadoes & Special Projects (2022):** Supervised varied debris reduction and hauling missions across multiple hazard types in three states
- **Hurricane Ida (2021):** Managed municipal debris operations in Gulfport, MS, including reduction, hauling, and final disposal logistics
- **ALDOT Bridge Special Project (2021):** Oversaw debris and material movement supporting bridge and infrastructure restoration in Dauphin Island, AL
- **Kentucky Tornadoes (2021)**: Directed debris removal and reduction operations across tornado-affected communities

(Selected major activations; full list available upon request)

Isam Brisco

Project Manager

Core Competencies

- Debris Management Operations
- Construction & Project Management
- Emergency Response & Recovery
- Client Communication & Coordination
- Site Permitting & Compliance
- Logistics & Resource Management
- Field Operations Leadership
- Crew & Contractor Oversight

Education & Certifications

- Bachelor of Arts, Hospitality Management, University of North Texas
- Certified Asbestos Supervisor
- National Incident Management System: Multiple ICS certifications

Professional Overview

Isam Brisco is an accomplished Project Manager with over a decade of experience leading large-scale construction and disaster recovery operations across the Gulf Coast and Southeast regions. His expertise spans the full lifecycle of debris management projects—from rapid emergency mobilization and push operations to long-term drainage restoration and debris reduction site management.

Known for his strong leadership, organizational precision, and results-driven approach, Mr. Brisco has directed multi-million-yard debris operations and coordinated hundreds of field personnel, subcontractors, and equipment assets to achieve safe, efficient, and compliant project completion. His proven track record of operational excellence, client satisfaction, and innovative problem-solving makes him a trusted leader within CrowderGulf's disaster response and recovery division.

Key Achievements & Responsibilities

- **Strategic Program Leadership:** Directed large-scale debris removal and drainage restoration operations across multiple states, overseeing hundreds of personnel and managing millions of cubic yards of material safely, efficiently, and within budget
- **Operational Excellence:** Delivered complex disaster recovery missions—often across concurrent activations—by optimizing resources, accelerating timelines, and maintaining strict compliance with FEMA and local standards.
- **Client & Sub-contractor Coordination:** Served as the primary point of contact for clients, monitoring firms, and subcontractors, ensuring clear communication, issue resolution, and alignment of operational priorities across all project phases
- **Continuous Improvement:** Implemented process improvements and field innovations that streamlined mobilization, enhanced safety, and improved performance metrics for debris management programs nationwide.

Representative Project Portfolio

- **Hurricane Milton Floods – Hillsborough County, FL (2025):** Directed debris removal operations across multiple Florida counties; managed field crews, subcontractors, and monitoring teams to expedite recovery and reduce public safety risks
- **Private Property Debris Removal (PPDR) & Drainage Lateral Project – Calcasieu Parish, LA (2024):** Oversaw complex drainage and debris removal in flood-prone areas, coordinating marine-based access and compliance with environmental regulations
- **Hurricane Beryl & Flooding – Montgomery County, TX (2024):** Led coordinated recovery and debris operations in residential areas; ensured efficient communication and completion of multiple simultaneous activations
- **Hurricane Nicholas – Texas (2021):** Directed six concurrent debris removal contracts; established access agreements with thousands of property owners to facilitate safe and lawful debris removal
- **Hurricane Laura – Calcasieu Parish, LA (2020–2021):** Managed daily operations for 200+ trucks removing nearly 100,000 cubic yards of debris per day; permitted 12 temporary debris sites; completed 6.2 million cubic yards of total debris removal and reduction
- **Hurricane Michael – Bay County, FL (2018–2019):** Led push operations and site permitting for post-storm clearance; managed debris site operations that removed nearly 2 million cubic yards of debris

(Selected major activations; full list available upon request)

Buddy Young
Senior Director

Core Competencies

- Disaster Debris Management Operations
- Emergency Management & FEMA Compliance
- Multi-State Project Oversight & Coordination
- Pre-event Planning & Preparedness Training
- Special Projects
- Operational Leadership & Strategic Oversight
- Marine Debris & Demolition

Education & Certifications

- Keeler Polygraph Institute, Graduate
- FBI National Academy, Graduate
- Arkansas State Police Academy, Graduate
- Certificate of Public Administration, University of Arkansas
- National Incident Management System - Multiple ICS certifications

Professional Overview

Buddy Young is a nationally recognized leader in emergency management and disaster debris operations with decades of experience directing large-scale recovery efforts. He served as Regional Director for FEMA Region VI from 1993–2001, overseeing 133 federally declared disasters and emergencies. Since joining CrowderGulf in 2003, Mr. Young has served as Director of Debris Operations and Senior Project Manager for all major hurricanes in the Southeast, managing debris removal, reduction, disposal, and special projects including demolition and marine debris operations.

He provides strategic guidance, preparedness training, and technical support to municipal and county clients, leveraging his extensive knowledge of federal disaster programs and compliance requirements. Additionally, Mr. Young has conducted full-scale emergency response exercises as an adjunct instructor with the Texas A&M Engineering Extension Program and serves on the Board of Directors for the Disaster Recovery Contractors Association (DRCA).

Key Achievements & Responsibilities

- **Operational Leadership:** Directed large-scale debris operations across multiple jurisdictions, including removal, reduction, hauling, and disposal
- **Disaster Management Expertise:** Oversaw field operations for hurricanes, tornadoes, ice storms, and flooding, ensuring compliance with FEMA and municipal requirements
- **Training & Preparedness:** Developed and delivered annual pre-event debris management training for municipal clients in multiple states
- **Client & Agency Coordination:** Serves as senior liaison between CrowderGulf, local governments, and federal agencies to ensure effective response and recovery
- **Strategic Oversight:** Provides guidance on technical proposals, operational planning, and emergency management exercises for multi-state projects
- **Special Projects Management:** Led marine debris removal, demolition, and other non-standard debris operations, ensuring safety, efficiency, and regulatory compliance

Representative Project Portfolio

- **Hurricane Idalia & Tornadoes (2023):** Provided oversight and direction for multiple activations across the Gulf Coast
- **Hurricanes Ian & Nicole (2022):** Oversaw comprehensive debris removal, reduction, and disposal operations across multiple counties
- **Hurricanes Ida & Nicholas (2021):** Oversaw debris operations and municipal coordination for high-impact storm events
- **Hurricanes Laura, Sally, Delta, & Zeta (2020):** Provided oversight and direction of multi-jurisdictional debris operations for impacted municipalities across four states
- **Hurricanes Florence & Michael (2018):** Managed debris operations and field project oversight for multiple municipal contracts

(Selected major activations; full list available upon request)

Jeff Zemlik

Health & Safety Manager

Core Competencies

- Disaster Debris Operations Safety Management
- Health, Environmental, & Marine Safety
- OSAH & Regulatory Compliance
- Hazard Analysis & Job Safety Analysis
- Incident Investigation & Case Management
- Safety Program Development & Implementation
- Employee Training & HAZWOPER Instruction
- Permit Oversight & Compliance

Education & Certifications

- Bachelor of Arts, Occupational Health & Safety, Columbia Southern University
- Associate's Degree, Organizational Management, Indian River State College
- National Incident Management System - Multiple ICS certifications
- 40-Hour HAZWOPER Certificate & Instructor
- SONS & TWIC Certified

Professional Overview

Jeff Zemlik is a highly experienced Health & Safety Manager with extensive expertise in disaster debris operations, environmental safety, and marine operations. Since joining CrowderGulf in 2010, he has developed, implemented, and overseen comprehensive safety programs for debris removal, reduction, hauling, and disposal projects across multiple states.

Mr. Zemlik has managed safety operations for hundreds of field personnel during major hurricanes, tornadoes, flooding events, and large-scale environmental responses, including oil spill recovery and marine debris removal. He is skilled in regulatory compliance, incident investigation, hazard analysis, and employee training, ensuring zero OSHA recordable incidents across numerous high-risk projects. He also serves as an adjunct HAZWOPER instructor, providing hands-on safety training to over 240 employees.

Key Achievements & Responsibilities

- **Operational Safety Leadership:** Directs health and safety for all debris operations, managing up to 16 safety observers and monitoring field crews across multiple states
- **Program Development & Implementation:** Designs and enforces project-specific safety plans, procedures, and policies, including permits, hot-work protocols, lockout/tagout, and ground disturbance programs
- **Incident Management:** Leads thorough incident investigations and aggressive case management to prevent recurrence and ensure compliance with federal, state, and local regulations
- **Training & Mentorship:** Conducts daily safety briefings and provides structured training programs, including HAZWOPER certification and Job Safety Analysis (JSA) oversight
- **Documentation & Compliance:** Maintains all safety records, JSA documentation, and regulatory files, ensuring proper electronic and physical preservation for audits and inspections
- **Client Coordination:** Collaborates with municipal clients, subcontractors, and federal agencies to align safety programs with operational requirements and regulatory standards

Representative Project Portfolio

- **Hurricane Idalia (2023):** Oversaw safety for four activated debris contracts, managing crews and monitoring compliance across impacted jurisdictions
- **Miscellaneous Ice Storms & Tornadoes (2023):** Directed safety operations for eleven activated contracts following tornadoes and severe storms
- **Hurricanes Ian & Nicole (2022):** Monitored field safety for thirty-five activations, including debris collection, hauling, and reduction operations
- **Hurricane Ida & Nicolas; Severe Flooding & Tornadoes (2021):** Supervised safety operations for twenty-four activated contracts, ensuring zero OSHA recordable incidents
- **Hurricanes Laura, Sally, & Zeta (2020)**: Directed safety programs across twenty-eight activations and coordinated 27, 37, and 9 DMS sites

(Selected major activations; full list available upon request)

Jesus Carretie

Program Manager

Core Competencies

- Disaster Recovery Operations & Program Management
- FEMA Public Assistance & Compliance
- Debris Removal Oversight & Data Management
- Contract Administration & Financial Controls
- Client, Contractor & Agency Coordination
- Quality Assurance & Operational Readiness
- Automated Debris Management Systems (ADMS)
- Bilingual Communication (English/Spanish)

Education & Certifications

- Associate of Arts/Bachelor of Arts Candidate, Accounting & Real Estate, Florida State University
- National Incident Management System: Multiple ICS certifications

Professional Overview

Jesus Carretie is an accomplished Program Manager with more than a decade of experience leading large-scale disaster recovery and debris management operations across the United States. He has overseen complex response efforts for hurricanes, floods, tornadoes, and wildfires, providing strategic direction from field mobilization through project closeout. His expertise spans data management, financial oversight, and client relations, with a proven record of managing multimillion-cubic-yard debris programs efficiently and in full compliance with FEMA and state requirements.

Mr. Carretie is known for his collaborative leadership and ability to coordinate seamlessly with federal, state, and local agencies to ensure transparent, accountable, and timely disaster recovery operations. Bilingual in English and Spanish and highly proficient in Automated Debris Management Systems (ADMS), he brings a balance of technical expertise and people-centered leadership that consistently drives successful outcomes for CrowderGulf clients and communities nationwide.

Key Achievements & Responsibilities

- **Program & Project Leadership:** Leads multi-state recovery operations for hurricanes, floods, tornadoes, and wildfires, providing strategic oversight of personnel, logistics, and project execution from mobilization through completion
- **Operational & Financial Management:** Oversees quality control, invoicing, and data management for FEMA-funded debris programs exceeding tens of millions in value, ensuring accuracy, transparency, and audit readiness
- **Client & Partner Coordination:** Serves as primary liaison for Florida-based and national clients, maintaining strong relationships with government officials, monitoring firms, and subcontractors to ensure seamless communication and contract performance
- **Continuous Improvement & Innovation:** Implements process improvements, reporting tools, and best practices to strengthen accountability, enhance efficiency, and accelerate program delivery across all recovery operations

Representative Project Portfolio

- **2023 Hurricanes and Tornados:** Directed hurricane debris removal operations across multiple Florida and Georgia counties through four activations; managed 11 additional activations nationwide, including Arkansas, Florida, North Carolina, Texas, and Virginia
- **Hurricane Ian (2022):** Led data management, invoicing, proposal writing, project management, and client relations teams with a focus on Florida operations
- **Hurricane Michael (2020):** Managed FEMA Public Assistance Category A debris projects totaling more than $200 million for Bay County, FL
- **Oregon Wildfires (2020):** Served as Branch Director for the Oregon Department of Transportation's wildfire recovery mission, managing HR, invoicing, and data systems for removal of 100,000 hazardous trees and 76,000 cubic yards of debris
- **Hurricane Irma (2017-2020):** Managed data and financial documentation for 23 Hurricane Irma debris removal contracts in Florida, tracking over 10 million cubic yards of debris and 200,000 hazardous trees/limbs; oversaw data management, reporting, and performance tracking for the Florida Department of Economic Opportunity's Rebuild Florida CDBG-DR program

(Selected major activations; full list available upon request)

Curt Johnson

Senior Project Manager

Core Competencies

- FEMA Public Assistance Compliance
- Debris Monitoring & Removal Operations
- Hazardous Tree & Special Waste Management
- Private Property Debris Removal (PPDR)
- Right-of-Entry (ROE) Programs
- QA/QC & Audit Readiness
- Environmental & Historic Preservation Coordination
- Team Leadership & Contractor Oversight
- Multi-Jurisdictional Project Management
- Safety & Operational Risk Management

Certifications

- OSHA 40-Hour HAZWOPER
- Certified HACCP Manager
- TWIC Card Holder
- National Incident Management System: Multiple ICS certifications

Professional Overview

Curt Johnson is a senior emergency management professional with more than 20 years of leadership experience and over 13 years specializing in FEMA-funded debris monitoring and removal operations. He has served in senior leadership roles including Senior Project Manager, Senior Regional Manager, Senior Debris Specialist, and Subject Matter Expert on large-scale disaster recovery projects across multiple states and U.S. territories.

Throughout his career, Mr. Johnson has overseen high-value debris operations supporting more than $206 million in federal reimbursements, managing complex Cat A projects involving vegetative debris, construction and demolition debris, hazardous trees, PPDR, and special waste streams. His background includes extensive experience in QA/QC oversight, regulatory compliance, environmental and historic preservation coordination, and large-team leadership. Prior to entering emergency management, Curt served honorably in the United States Coast Guard, bringing a disciplined, mission-focused approach to disaster response operations.

Key Achievements & Responsibilities

- **Disaster Operations Leadership:** Serves as Senior Project Manager and Regional Manager for large-scale FEMA debris monitoring and removal projects
- **Debris Volume Oversight:** Directed removal and reduction of 10+ million cubic yards of vegetative and C&D debris and 700,000+ hazardous trees and limbs
- **FEMA Compliance & QA/QC:** Implements QA/QC programs to ensure documentation accuracy, eligibility, and audit readiness
- **PPDR & ROE Management:** Oversees Private Property Debris Removal programs and Right-of-Entry execution involving thousands of parcels
- **Team & Resource Management:** Leads and mentors large, multi-disciplinary teams of up to 250+ staff across simultaneous activations
- **Specialized Debris Projects:** Manages environmentally sensitive and historic preservation debris operations requiring interagency coordination

Representative Project Portfolio

- **Hurricane Milton (2024):** Led debris removal across eastern Orange County, FL, managing 25,661 CY of vegetative and C&D debris from ROWs, parks, and county properties
- **Hurricane Idalia (2023):** Served as the Senior PM/Regional Manager in Taylor County, FL, overseeing removal of 22,568 CY of debris, 318 hazardous trees, and 979 limbs; managed 35 staff and $792K Cat A costs
- **Hurricane Ian (2022):** Directed debris operations in Sanford, FL, totaling 44,646 CY, managing 64 staff and $674K Cat A costs
- **Hurricane Ida (2021):** Managed removal of 41,000+ CY of debris and special waste from levees for the Southeast Louisiana Flood Protection Authority; supported SOW development and led 41 staff on a $3.37M Cat A project
- **Hurricane Isaias (2020):** Served as Senior PM for debris operations exceeding 1.5 million CY, managing 70–80 staff and Cat A costs exceeding $5.3M
- **Hurricane Florence (2018-2019):** Led debris monitoring for multiple jurisdictions in North Carolina, overseeing 1.6M+ CY of debris and 7,500+ hazardous trees, with Cat A costs over $13.3M

(Selected major activations; full list available upon request)

Rich Holiday

Project Manager

Core Competencies

- Disaster Debris Operations Management
- Strategic Planning & Logistics Coordination
- Field Team Leadership & Workforce Integration
- Safety, Compliance, & Environmental Oversight
- Interagency & Client Relations
- Advanced Mapping & GIS Integration
- Quality Assurance & Operational Efficiency
- Multi-Project Management Across Diverse Regions
- Risk Assessment & Emergency Response Planning

Certifications

- OSHA 30-Hour Certification
- National Incident Management System: Multiple ICS certifications

Professional Overview

Rich Holiday is a results-driven Project Manager with over 10 years of leadership in disaster recovery and debris operations across the United States. He excels at managing complex, large-scale projects under challenging conditions, integrating logistics, field operations, and client coordination to deliver efficient and compliant outcomes. Known for combining technical expertise with strategic oversight, Mr. Holiday consistently improves operational processes and maximizes team performance.

He has extensive experience coordinating municipal, state, and federal responses, including FEMA and FDEM missions, across diverse disaster types such as hurricanes, wildfires, floods, and oil spill recovery. Mr. Holiday's approach prioritizes safety, environmental stewardship, and client satisfaction, while implementing innovative field solutions and mapping technology to enhance efficiency and reporting.

Key Achievements & Responsibilities

- **Project Leadership:** Directed large-scale debris management operations across multiple states, overseeing logistics, safety, and field performance for multimillion-cubic-yard recovery missions
- **Operational Oversight:** Supervised more than 50 subcontractors and hundreds of personnel to ensure efficient debris removal, compliance, and schedule adherence under high-pressure disaster conditions
- **Client & Interagency Coordination:** Served as primary liaison with municipal, state, and federal partners to ensure transparency, client satisfaction, and alignment with FEMA and USACE requirements
- **Safety & Compliance:** Enforced strict safety and environmental protection standards across all job sites, achieving zero-incident operations in high-risk recovery environments
- **Process Innovation:** Integrated GIS and digital mapping tools to enhance operational efficiency, situational awareness, and performance reporting in disaster recovery projects

Representative Project Portfolio

- **Hurricane Ian (2022–2024):** Managed large-scale right-of-way debris operations in Lee County, FL, removing over 6.3 million cubic yards, overseeing 50+ subcontractors and multiple municipal and state-led missions
- **Hurricane Ida (2021):** Led waterway debris removal operations in Lafayette, LA, ensuring environmental compliance and efficient recovery efforts
- **Camp Fire Wildfire (2018):** Supervised wildfire debris removal and disposal in Paradise, CA, maintaining strict environmental and safety standards
- **Hurricane Michael (2018):** Directed countywide debris collection and disposal operations in Bay County, FL, optimizing safety and logistics performance
- **Hurricane Florence (2018):** Coordinated flood-related debris operations in Brunswick & Pender Counties, NC, ensuring compliance with FEMA and local regulations

(Selected major activations; full list available upon request)

Brandon Remley

Project Manager

Core Competencies

- Disaster Debris Removal Operations
- Waterway & Marine Debris Management
- FEMA Public Assistance & Compliance
- DMS Operations
- Municipal & County Project Coordination
- Safety & Regulatory Compliance
- Production Tracking & Reporting
- Contractor & Crew Coordination

Certifications

- HAZWOPER Certified
- Respirator Fit Test
- H_2S Safety Certified
- SafeLand Certified

Professional Overview

Brandon Remley is an experienced Project Manager with a strong background in large-scale disaster debris operations, waterway restoration, and municipal recovery projects. Since joining CrowderGulf in 2022, he has supported and led complex city and county-led debris removal efforts across multiple states, managing high-volume operations following major hurricane events.

Mr. Remley's experience spans FEMA-funded waterway debris removal, private property debris removal (PPDR), debris management site (DMS) oversight, and multi-jurisdictional coordination. Prior to disaster recovery, he built a strong operational foundation in the energy sector, managing production and midstream facilities with a focus on safety, compliance, and equipment reliability.

Key Achievements & Responsibilities

- **Disaster Operations Management:** Manages municipal debris removal and waterway restoration operations following major hurricane events, ensuring compliance with FEMA and state requirements
- **Waterway Debris Removal:** Supports and leads large-scale river, bayou, and drainage system cleanups, restoring natural flow and protecting critical infrastructure
- **Volume & Site Oversight:** Oversees debris management sites (DMS) and monitors debris reduction, hauling, and disposal activities across multiple jurisdictions
- **Interagency Coordination:** Works closely with municipal clients, contractors, and regulatory agencies to align field operations with project objectives and compliance standards.
- **Operational Reporting:** Tracks production metrics, debris quantities, and site performance to support documentation, invoicing, and reimbursement processes
- **Safety & Compliance:** Applies industry safety standards and certifications to maintain safe work environments across active field operations

Representative Project Portfolio

- **Hurricane Laura Recovery (2022):** Supported FEMA's largest waterway debris removal project to date, clearing over 900 miles of bayous, canals, and drainage laterals, and assisting with PPDR operations on more than 350 private properties in Calcasieu Parish, LA
- **Hurricane Beryl (2024):** Assisted in managing debris removal operations in Montgomery County, TX, totaling over 1.3 million cubic yards of storm debris
- **Hurricanes Helene & Milton (2024):** Served as Project Manager in Tarpon Springs and Oldsmar, FL, overseeing debris removal operations totaling over 200,000 cubic yards across municipal rights-of-way. Managed debris removal from more than 250 retention ponds in Hillsborough County, FL, totaling 65,000 cubic yards, supporting flood mitigation and infrastructure protection.
- **Hurricane Helene Recovery (2024):** Served as Project Manager in Cleveland County, NC, overseeing DMS operations and large-scale waterway debris removal from over 60 miles of rivers and creeks

(Selected major activations; full list available upon request)

Gary Jones
FEMA Specialist

Core Competencies

- Federal Emergency Management Leadership
- Disaster Response & Recovery Operations
- Interagency Coordination & Policy Implementation
- Strategic Program Development & Oversight
- FEMA Compliance & Technical Assistance
- Risk Assessment & Hazard Mitigation
- Public Safety & Infrastructure Resilience
- Crisis Management & Emergency Preparedness
- Client & Government Relations

Education & Certifications

- Master of Public Health Administration, Tulane University
- Bachelor of Education, University of Arkansas
- National Incident Management System: Multiple ICS certifications

Professional Overview

Gary Jones is an accomplished emergency management executive with over 40 years of experience leading large-scale federal response and recovery operations across the United States. He brings exceptional expertise in policy implementation, interagency coordination, and disaster program management, developed over 28 years with the Federal Emergency Management Agency (FEMA). Mr. Jones served as Deputy Regional Director for FEMA Region VI, providing strategic oversight for hundreds of federally declared disasters across Arkansas, Louisiana, New Mexico, Oklahoma, and Texas.

As a Presidentially-appointed Federal Coordinating Officer, he directed national-level operations for Hurricanes Katrina, Rita, and Georges, delivering coordinated response and recovery across multiple jurisdictions. He is recognized for strong leadership under pressure, cross-sector collaboration, and commitment to improving disaster readiness, resilience and operational excellence at every level of government.

Key Achievements & Responsibilities

- **Executive Disaster Oversight:** Directed large-scale FEMA disaster response and recovery operations across Region VI, managing resources and personnel for more than 300 federally declared disasters
- **Policy Development & Implementation:** Led the creation and execution of national preparedness programs for radiological, chemical, and natural hazard events
- **Client & Partner Engagement:** Cultivated and leveraged intergovernmental relationships to streamline disaster communication, coordination, and response efficiency
- **Public Health & Emergency Services Leadership:** Directed statewide EMS operations and professional certification programs in Arkansas, improving healthcare access and emergency response capabilities
- **Advisory & Technical Expertise:** Provided FEMA technical assistance and policy guidance to public-sector clients and private disaster response teams to ensure compliance and effective recovery

Representative Project Portfolio

- **Hurricanes Katrina, Rita & Georges:** Served as FEMA Federal Coordinating Officer, leading interagency recovery operations across multiple states
- **Hurricane Andrew:** Directed multi-state federal response and recovery coordination
- **Oklahoma City Bombing:** Led FEMA Region VI's response coordination and recovery support
- **Columbia Space Shuttle Disaster:** Oversaw federal coordination and debris recovery operations
- **Tropical Storm Allison:** Managed regional flood recovery and mitigation efforts

(Selected major activations; full list available upon request)

Amber Ramsay

Director of Marketing

Core Competencies

- Disaster Recovery Communications & Public Relations
- Emergency Operations Planning & Coordination
- Strategic Marketing & Outreach
- Client Engagement & Liaison Management
- Training & Education for Clients & Field Teams
- Media & Community Information Management
- Program Development & Client Support
- Crisis Communication & Rapid Response
- Cross-Functional Team Leadership

Education & Certifications

- Bachelor of Science, Auburn University
- National Incident Management System: Multiple ICS certifications

Professional Overview

Amber Ramsay is an accomplished marketing and communications professional with over 25 years of experience supporting disaster recovery operations and strategic client engagement. She leverages her expertise in community relations, media management, and emergency planning to ensure clear communication between field operations, federal and local agencies, and the public. Ms. Ramsay excels at developing proactive strategies to improve outreach, client satisfaction, and program effectiveness in high-pressure disaster environments.

She is highly skilled in coordinating multi-state disaster response efforts, preparing and managing media communications, and providing technical guidance on FEMA eligibility and public assistance programs. Ms. Ramsay has a proven ability to build strong partnerships with government officials, community leaders, and operational teams, and to represent organizational interests at national and regional conferences.

Key Achievements & Responsibilities

- **Community & Client Engagement:** Served as the primary liaison between CrowderGulf, USACE, elected officials, and clients, ensuring consistent communication and understanding of project scope and FEMA requirements
- **Media & Public Relations Management:** Coordinated press releases, media briefings, and public communications related to debris operations, enhancing transparency and community trust
- **Debris Program Oversight:** Managed CrowderGulf's Community Debris Hotline and Damage Claim Program, ensuring timely response to public inquiries and issues
- **Training & Education:** Conducted annual training sessions for clients and project managers on disaster debris management procedures and FEMA eligibility, increasing operational efficiency
- **Professional Representation:** Represented CrowderGulf at state, regional, and national conferences and seminars, promoting best practices and organizational expertise in disaster recovery

Representative Project Portfolio

- **Hurricane Idalia (2023):** Oversaw communications and public engagement for four activations, providing timely updates to communities and local officials
- **Miscellaneous Storms & Tornadoes (2023):** Managed information flow across 11 activations, supporting multi-state debris removal operations
- **Hurricane Ian (2022):** Directed media and community relations for 35 activations, ensuring clarity in FEMA eligibility and debris removal procedures
- **Hurricane Nicole (2022):** Managed communications for three activations, maintaining consistent public messaging and operational transparency
- **Hurricane Irma (2017)**: Directed media and community relations across 61 activations, supporting large-scale debris removal operations.
- **Hurricane Harvey (2017):** Coordinated communications for 26 activations, maintaining consistent messaging to federal, state, and local agencies.

(Selected major activations; full list available upon request)

Gina Walley

Documentation Specialist

Core Competencies

- Disaster Documentation & Record-Keeping
- Data Analysis & Reporting
- Invoice Reconciliation & Accounts Receivable
- Client Coordination & Communication
- Database Design & Management
- FEMA Compliance & Audit Support
- Proposal Support & Historical Data Presentation
- Multi-Event Project Oversight

Education & Certifications

- Associate's Degree, Electronics & Computer Engineering Technology Remington College
- Coursework, University of Southern Mississippi
- Coursework, Faulkner State Community College
- National Incident Management System - Multiple ICS certifications

Professional Overview

Gina Walley is a seasoned Documentation and Data Management Specialist with nearly two decades of experience supporting large-scale disaster recovery operations. She brings expertise in invoice reconciliation, data capture and analysis, database development, and historical project documentation to ensure accurate reporting, compliance, and effective client communication.

Ms. Walley has played a critical role in streamlining project documentation, supporting FEMA audits, and providing actionable insights for pre- and post-event recovery projects across multiple states and hazard types.

Key Achievements & Responsibilities

- **Documentation Management:** Ensures accurate and sufficient records of work completed, supporting client reporting and historical project tracking
- **Data Analysis & Audit Support:** Reviews and validates project data, prepares charts and tables for proposals, and assists clients with audits and investigations
- **Invoice & Accounts Receivable Management:** Prepares accurate invoices based on contract requirements, reconciles data, and maintains client satisfaction through timely reporting
- **Database Development & Management:** Designs and maintains client-specific databases to capture project data efficiently and support invoicing, reporting, and FEMA compliance
- **Client & Interagency Coordination:** Serves as a primary point of contact for client inquiries, reconciles discrepancies, and ensures documentation aligns with contractual and regulatory requirements
- **Project Reporting & Historical Data Support:** Creates visualizations, reports, and summaries from past projects to support proposals, performance reviews, and operational planning

Representative Project Portfolio

- **Hurricane Idalia (2023):** Managed documentation and data reconciliation for multi-jurisdictional debris operations for six activations in Florida and Georgia
- **Texas and Arkansas Tornadoes (2023):** Oversaw invoice generation and database management to support rapid response operations for three separate, concurrent activations
- **Hurricanes Ian & Nicole (2022):** Led comprehensive data and invoice management for 38 concurrent and overlapping activations across Florida
- **Kentucky Tornadoes (2021):** Provided accurate project documentation, invoice reconciliation, and database oversight
- **Hurricane Nicholas (2021):** Directed reconciliation of invoices and management of client-specific databases throughout the Gulf Coast for seven concurrent activations
- **Hurricane Ida (2021):** Ensured accurate records, reporting, and compliance with FEMA and municipal requirements for four activations in two states
- **Hurricanes Zeta, Delta, Sally & Laura (2020):** Managed invoices and databases for multiple disaster response and debris removal operations across five states

(Selected major activations; full list available upon request)

Jenny Todd Weaver

Subcontract Manager

Core Competencies

- Subcontractor Management & Oversight
- Minority & Disadvantaged Business Engagement (S/WMBE)
- Contract Administration & RFP Preparation
- Invoicing, Reconciliation, & Accounts Oversight
- FEMA Compliance & Audit Support
- Data Management & Tracking
- Multi-Event Activation Coordination

Education & Certifications

- Bachelor of Science, Marketing, University of Alabama
- Associate's degree, General Studies Faulkner State Community College
- National Incident Management System - Multiple ICS certifications
- First Aid/CPR

Professional Overview

Jenny Todd Weaver is a highly experienced Subcontract Manager with 18 years supporting large-scale disaster recovery operations, specializing in subcontractor management, minority and disadvantaged business engagement, and contract compliance. She brings extensive expertise in RFP preparation, subcontract execution, database management, and multi-event activation coordination.

Ms. Weaver has successfully overseen hundreds of subcontractors across complex debris operations, ensuring compliance with federal and state regulations while maintaining client satisfaction during high-volume disaster responses. She has consistently demonstrated the ability to streamline subcontractor processes, improve operational efficiency, and maintain accurate documentation for FEMA auditing and municipal reporting. Her strategic approach to subcontractor engagement ensures that projects meet both budgetary and timeline goals while fostering strong relationships with local contractors and community .

Key Achievements & Responsibilities

- **Subcontract Management:** Executes subcontractor activations, oversees insurance and compliance requirements, and manages subcontractor reconciliation
- **S/WMBE Engagement:** Develops and implements company Small, Minority, and Women-Owned Business utilization plans and solicits local subcontractors to meet client goals
- **Contract Administration & Proposal Support:** Assists in RFP preparation, organizes proposals, and reviews contracts to ensure adherence to scope, pricing, and regulatory requirements
- **Data Management & Analysis:** Maintains and analyzes debris area databases, organizes field certifications, and reconciles subcontractor invoices with municipalities
- **Audit & Documentation Support:** Investigates discrepancies, prepares final reconciliations, and ensures accurate documentation for invoicing and FEMA compliance
- **Client & SCoordination:** Serves as primary point of contact for subcontractors and municipal clients, facilitating timely communication and issue resolution

Representative Project Portfolio

- **Hurricane Idalia (2023):** Managed subcontractor activations and compliance for multi-jurisdictional debris operations in Florida and Georgia
- **Texas and Arkansas Tornadoes (2023):** Directed subcontractor oversight and invoice reconciliation during severe storm response for three concurrent activations
- **Hurricanes Ian & Nicole (2022):** Oversaw large-scale subcontractor deployment, documentation, and compliance tracking for 38 concurrent and overlapping activations
- **Kentucky Tornadoes (2021):** Coordinated subcontractor crews and reconciled project data for FEMA compliance
- **Hurricane Nicholas (2021):** Managed subcontractor engagement and documentation for multiple county debris operations in Texas
- **Hurricane Ida (2021):** Directed subcontractor operations and ensured alignment with municipal and federal requirements in Mississippi and Louisiana
- **Hurricanes Zeta, Delta, Sally & Laura (2020):** Managed diverse subcontractor teams and project documentation across multiple disaster events
- **Hurricanes Michael & Florence (2018-2020):** Oversaw subcontractor activations and compliance for over 80 disaster operations in Florida and Georgia

(Selected major activations; full list available upon request)



CROWDER GULF

C. Company Capabilities



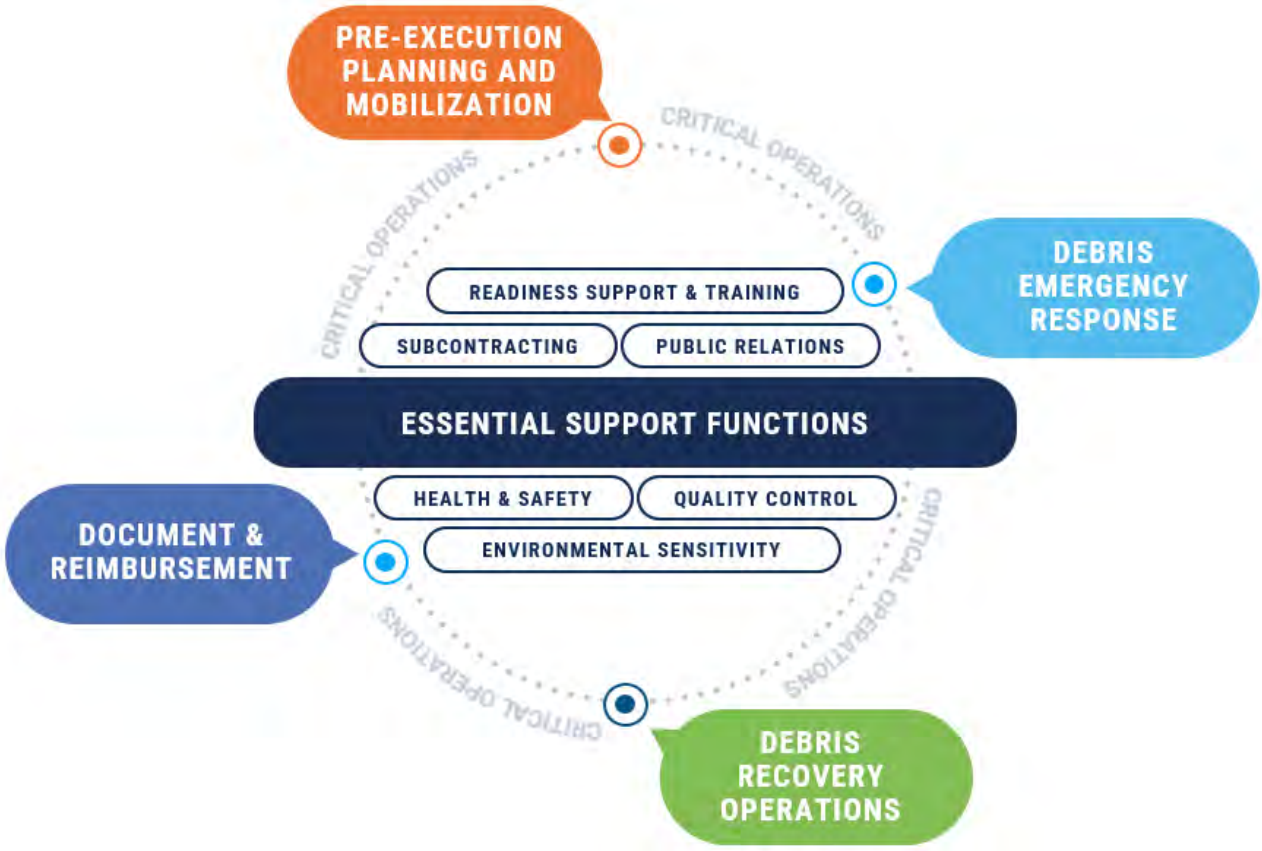
Town of Fort Myers Beach, FL

RFP 26-11-ES for Disaster Debris Removal and Disposal Services

C. Company Capabilities- Work Plan

CrowderGulf's **Debris Management and Operations Plan** is a flexible, scalable strategy designed to rapidly assess disaster impacts, mobilize trained crews, and execute debris removal with minimal disruption to the community. The plan aligns critical operations (actions that are set in motion by an event) with essential support functions to ensure efficient, cost-effective, and FEMA-compliant recovery.

Core Components and Overview



The primary objective of this plan is to help clients recover from disaster impacts as quickly, efficiently, and economically as possible. These components have been central to CrowderGulf's disaster response efforts for over 55 years.

The four Critical Operations—Pre-Execution Planning & Mobilization, Debris Emergency Response, Debris Recovery Operations, and Documentation and Reimbursement—are the foundation of CrowderGulf's approach. These are supported by six Essential Support Functions, which, though less visible, are vital to the success of the debris management effort. Each component is outlined in the following sections.

Critical Operations: Pre-Execution Planning & Mobilization

Alert & Team Notifications

When advance notice is available (e.g., a hurricane), CrowderGulf initiates alert protocols as soon as a credible threat is identified. The call-down list is verified for accuracy, and Field Project Managers and Supervisors are instructed to monitor communications frequently. Additional devices may be distributed as needed.

The CrowderGulf Director of Operations (DO), in coordination with the Client's designated Debris Manager and based on National Weather Service data, determines whether to activate the full notification plan. If activated, the CrowderGulf Calling Plan is executed, initiating a cascading notification process to mobilize personnel. This system is tested at least twice annually to ensure readiness.

Preparation & Planning

Upon confirmation of a high-probability event, the DO initiates resource preparation. Personnel are briefed on status, assignments, and mobilization details. The DO oversees the deployment of managers, crews, and equipment.

Staging Resources

Prior to landfall (for a notice event), equipment may be staged near the projected disaster zone. Local assets will be secured and positioned for rapid deployment. Post-landfall, upon issuance of a Task Order (TO), resources will be staged near the Client's truck certification area.

A large, hard-surfaced area will be secured early for equipment certification and safety inspections. This site will serve as the initial reporting location for all subcontractors, vendors, and job seekers, and must be established in advance of moving debris on a unit price payment basis. A Mobile Emergency Response Command Center may be deployed to support operations, along with temporary fueling and shelter facilities if needed.

Mobilization of Resources

CrowderGulf will contact the Client's designated Debris Manager at least 48 hours prior to forecasted landfall or immediately following an unanticipated disaster. Mobilization begins upon receipt of the Notice to Proceed (NTP), in accordance with Client requirements, described in the table below:

Milestone	Timeline from Notice to Proceed (NTP)
Management team on-site for operations planning & personnel/equipment mobilization	Within 12 hours
Mobilization for PUSH operations	Within 12-24 hours
Crews fully operational & hauling debris	Within 48 hours
DMS fully operational	Within 72 hours

The scale of mobilization is determined by the severity of the event. CrowderGulf deploys a combination of internal crews and subcontractors, expanding the workforce as needed to meet operational demands. Assigned management personnel are detailed in later sections of this proposal.

Internal Communication & Coordination

To maintain situational awareness and operational efficiency, CrowderGulf's Senior Vice President or designee holds daily coordination calls with senior management, field managers, and support staff. These calls address staffing, resource gaps, and critical issues.

Consistent, real-time communication across locations promotes continuous improvement, operational flexibility, and strong client relationships, reinforcing CrowderGulf's commitment to collaboration and readiness.

Company-Owned and Leased Equipment

CrowderGulf maintains a substantial inventory of debris-specific equipment, ready for immediate deployment. Equipment is pre-positioned for emergency "PUSH" operations and dispatched upon receipt of the Notice to Proceed (NTP) to restore critical services.

Specialty equipment is also available to support restoration of parks and sensitive areas without causing property damage. In addition, CrowderGulf maintains active accounts with major national rental companies (e.g., Beard, Hertz, Caterpillar, John Deere, United Rentals, Sunbelt) to supplement equipment as needed. All equipment complies with federal, state, and local regulations.

Partial CrowderGulf-Owned Equipment Inventory:

- Self-Loading Trucks; (130 – 160 cubic yards)
- Dump Trucks (16 yards – 50 yards)
- Rubber Tire Loaders (equipped with debris handling grapples)
- Rubber Tire and Track Equipped Excavators (with buckets and grapples)
- Pick-Up Trucks (equipped with portable phones for Foremen)
- Service Trucks
- Skid-Steer Loaders (equipped with buckets and grapples)
- Cherrington Beach Cleaners 4500 & 4500 XL
- Stationary Power Screens – (sand screener)
- Diamond Z 14' Tub Grinders
- Shallow and deep-water boats equipped with latest sonar and photo equipment
- Barges, tugs and large boats for heavy marine debris removal

Additional Equipment Guidelines

- Equipment will be rubber-wheeled or tracked unless otherwise approved.
- Self-loading trucks with grapples or grapple attachments are preferred; handloading is prohibited.
- Subcontractors may not solicit private work while under contract.
- Equipment assigned to this contract will not be used elsewhere.
- All trucks will display legible signage (minimum 3" lettering).

Subcontractor Equipment and Support

CrowderGulf maintains a nationwide database of vetted subcontractors and vendors. In compliance with 44 CFR 206.10, we will work with the client to identify and onboard local subcontractors. We prioritize using local resources and strive to include Minority Business Enterprises (MBEs) when possible.

In past activations, subcontractors have been pre-positioned with equipment for immediate response. A summary of available subcontractor resources specific to the State has been previously provided in Section B of this proposal response.

Emergency Operations Center (EOC) Staffing

CrowderGulf will assign a senior manager to the Client's EOC to coordinate debris operations, communications, and scheduling. If requested, this representative will be present prior to storm landfall.

Mobile Command Center

If needed, CrowderGulf's Mobile Command Center—a state-of-the-art Prevost bus—provides living quarters and a fully equipped office for key personnel. This unit enables rapid deployment and sustained operations in areas that may be otherwise inaccessible, ensuring unmatched response times.

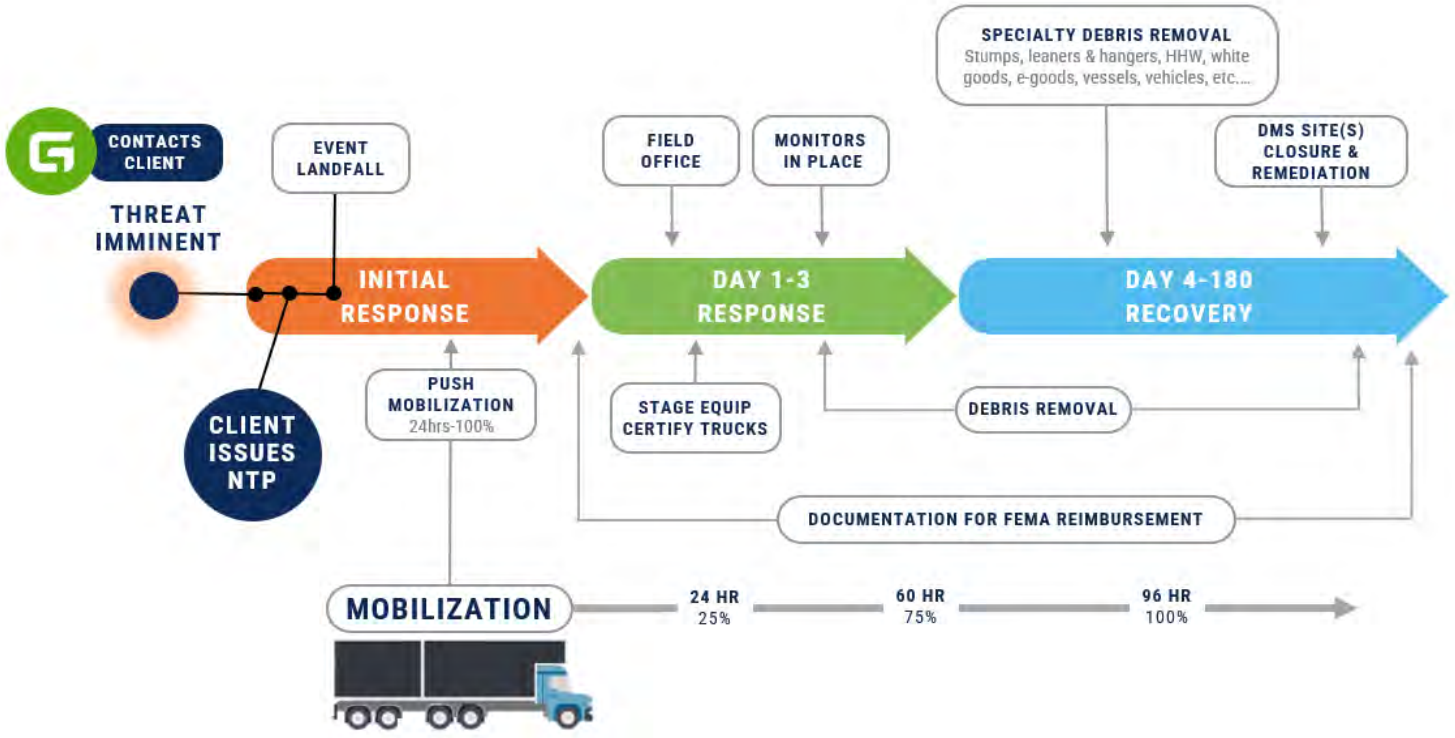
Operational Support

CrowderGulf's main office will serve as the central hub for administrative support and documentation. It will maintain backup records and provide continuous support to field operations throughout the project.

Sample Mobilization Timeline Parameters

CrowderGulf is committed to meeting all mobilization and operational timelines. We have consistently met or exceeded project deadlines. A sample mobilization and project timeline is provided below. CrowderGulf will develop Client-specific timelines for minor and major activations in collaboration with local officials during our pre-event training sessions.

Mobilization Activities	Timelines
Contact Client's Emergency Operations Manager	48–72 hours before predicted event
Deploy Operations Managers to EOC	24–48 hours before event or upon activation
Stage personnel/equipment	Prior to impact, ensuring asset protection
Begin "PUSH" operations	Within 12 hours of NTP
Begin hauling/sorting/storing debris	Within 48 hours of NTP
Begin reduction/disposal operations	Within 72 hours of NTP
Maintain full operational capability	24/7 for extended duration.
Clear all debris from Client-maintained ROWs	Within 90 days of NTP. o Adjust resource flow based on damage extent. o Deploy Rapid Response Crews (RRC) as needed.
Complete full debris management cycle	Within 180 days of NTP or as directed.



Sample mobilization timeline; CrowderGulf will develop client-specific timelines for minor and major activations in collaboration with the Client during our pre-event training sessions.

Critical Operations: Debris Emergency Response

Overview

Debris Emergency Response activities begin immediately after a disaster to clear emergency access routes and support lifesaving operations. This phase focuses on removing debris that obstructs critical infrastructure or poses immediate threats to public health and safety.

“PUSH” crews can be on-site within hours of an event, with multiple teams operating within 24 hours of receiving the NTP. The Client will determine priority routes, typically starting with major thoroughfares and emergency service corridors.

CrowderGulf’s emergency “PUSH” operations prioritize:

- Facilitating search and rescue efforts
- Restoring access to hospitals, fire stations, and police departments
- Preventing flooding and other secondary hazards

Emergency Clearance Prioritization

CrowderGulf uses an operational triage approach to prioritize emergency clearance. Primary routes include:

- Emergency service routes (fire, police, ambulance)
- Access to hospitals, trauma centers, nursing homes
- Routes to the Emergency Operations Center (EOC)
- Government facility access
- Emergency supply distribution routes
- Secondary Routes:
- Major arterial roads
- Utility access routes
- Communication infrastructure
- Shelter access routes
- Routes to DMS

All emergency clearance objectives are executed with CrowderGulf's commitment to quality, coordination, and public safety. Resources are allocated based on urgency and Client direction. Once emergency and major access routes are cleared, operations transition to full-scale recovery, including feeder roads and residential streets.

Priority Access Restoration

Following initial emergency clearance, CrowderGulf will expand operations to restore access to other critical facilities, including:

- Schools
- Municipal buildings
- Water and wastewater treatment plants
- Power generation units
- Airports and seaports

Once these locations are identified, CrowderGulf will deploy specialized clearing crews within 48 hours of NTP. Crews will utilize all available resources, with an emphasis on local personnel and firms.

Standard Clearing Crew Composition

- 2 rubber-tired loaders (e.g., backhoes, front-end loaders, skid steers)
- 2–3 chainsaw operators, laborers, flaggers with transport vehicles
- 1 Quality Control Foreman with communications and a pickup truck
- Crew transport equipment

Crews may split into two teams to increase efficiency, maintaining visual contact and reliable communication via radio or cellular devices.

Search and Rescue Support

When required, CrowderGulf will provide Search and Rescue Support Crews equipped to assist emergency personnel. Each crew includes, at a minimum:

- 1 track hoe excavator (minimum 150 HP) with operator
- 3 laborers/riggers
- 1 crew foreman
- Slings, rigging tools, and transport equipment

Safety Protocols

Safety is paramount during emergency response. Hazards such as downed power lines, unstable trees, equipment risks, and fatigue require constant vigilance. Daily toolbox safety briefings are mandatory, and work areas are surveyed before and during operations. The Safety Director is responsible for hazard identification and mitigation. Safety is a core priority throughout all operations and is addressed in greater detail in the **Health & Safety Section**.

Critical Operations: Debris Recovery Operations

Debris Recovery involves the removal, reduction, and disposal of FEMA-eligible storm-generated debris to support community recovery and eliminate lingering public health and safety risks. This phase is guided by proven operational principles that ensure efficiency, compliance, and cost-effectiveness.

Damage Assessment and Operational Planning

CrowderGulf's senior and field management teams conduct comprehensive damage assessments throughout all phases of the project lifecycle. These assessments inform operational planning, resource deployment, and sequencing of debris removal activities.



CrowderGulf's Bell 407 GXi Helicopter

In addition to the company owned / leased equipment at our disposal, CrowderGulf has in their fleet several helicopters to aid in damage assessment, surveys and waterway projects. In addition to helicopters, CrowderGulf also utilizes the latest in Drone Technology to access and document projects and conduct damage assessments in unreachable areas. Implementation of aerial technology has provided beneficial intelligence of existing conditions to help better prepare the response for areas that are still unreachable by truck or boat.

Damage assessment outputs are integrated into dynamic mapping products that support real-time situational awareness and operational decision-making. These products provide visibility into:

- Right-of-way (ROW) debris collection progress bypass
- Debris quantities and material types
- Emerging hazards and access limitations
- Potential service disruptions
- Specialized scopes of work, including waterway and marine debris removal

This approach enables adaptive planning and timely adjustments to field operations as site conditions evolve.

Field Mapping and Data Integration Technology

CrowderGulf employs an integrated field mapping system utilizing **ArcGIS layers, Google Earth, and complementary open-source platforms**, including tools capable of incorporating Large Language Model (LLM) outputs. These platforms allow project data to be visualized and shared across field operations, management, and reporting functions.

Key capabilities include:

- Integration of pre-existing, designated debris zones with field-generated data
- Creation of new, clearly delineated work areas as conditions change
- Real-time synchronization of operational data for schedule tracking and reporting

This technology-driven approach ensures accurate documentation, transparent communication, and defensible FEMA reimbursement support.

Offline Operational Capability

A defining feature of CrowderGulf's technical approach is the ability to operate **fully offline** during catastrophic events. In environments where cellular service and internet connectivity are degraded or unavailable, management personnel can:

- Generate, update, and distribute mapping "workbooks" offline
- Share data seamlessly across major operating systems and devices
- Produce hard-copy outputs to support field execution and oversight

These mapping products are accessible to CrowderGulf project managers, field supervisors, subcontractors, the Client, and authorized Client representatives, ensuring continuity of operations regardless of infrastructure conditions.

Pre-Event Readiness and Blue Sky Planning

To ensure immediate readiness upon activation, CrowderGulf pre-loads critical geographic and operational data, including:

- Client boundaries and incorporated municipalities
- Designated Debris Management Sites (DMS)
- Key transportation corridors and access points

The system also supports proactive "blue sky planning" by identifying areas with:

- Aging or vulnerable infrastructure
- Increased flood or storm surge risk
- Anticipated access or logistical constraints

These capabilities augment Client GIS resources and complement mapping provided by the Town's debris monitoring firm, providing additional operational clarity and context.

Execution of Multi-Stream Debris Operations

CrowderGulf's mapping-driven approach supports the execution of multiple, targeted debris passes for distinct debris streams. This methodology was successfully implemented following **Hurricanes Helene and Milton (Fall 2024)** in **Fort Myers Beach**, enabling separate and efficient collection of vegetative debris, C&D debris, and HHW.

A similar approach was deployed following **Hurricane Ian (2022)**, which produced a catastrophic **14-foot storm surge**, demonstrating the scalability of the system under extreme conditions.

Coordination with Reconstruction and Infrastructure Activities

By identifying areas of active construction and infrastructure installation, CrowderGulf can minimize conflicts, avoid service disruptions, and reduce operational delays.

This coordination allowed CrowderGulf to successfully manage debris operations across events of significantly different scales within the same jurisdiction, ranging from nearly **one million cubic yards** of debris after Hurricane Ian to **less than 15,000 cubic yards** following Helene and Milton.

Key Operational Principles

CrowderGulf applies the following best practices to all debris recovery efforts:

- Do not load debris until a Debris Management Site (DMS) or landfill is identified.
- Handle only FEMA-eligible debris.
- Sort debris prior to loading when feasible to improve efficiency.
- Follow a “Clean as You Go” policy—thoroughly clear streets and roads with each pass.
- Minimize handling—ideally load debris once and deliver directly to final disposal.
- Use DMS only when they enhance operational efficiency.
- Employ the most efficient reduction method approved by the client.
- Recycle when cost-benefit analysis supports it.
- Utilize publicly or privately owned landfills for final disposal.

Debris Collection Methods

Effective debris collection reassures the public and signals that recovery is underway. The method used depends on debris type, volume, and urgency. The Client will determine the appropriate approach, which may include:

1. **Curbside Collection:** Residents place storm-related debris along public rights-of-way. This method may involve:
    - **Source-segregated collection**: Improves recycling and processing efficiency, especially for hazardous materials and white goods.
    - **Mixed debris collection**: Allows all debris types in one location but complicates recycling and increases costs. FEMA classifies mixed vegetative and C&D debris as C&D, which limits reduction options.
2. **Collection Centers:** Residents transport debris to designated public locations. Roll-off bins may be placed for different debris types. These centers must be monitored to ensure:
    - Only storm-related, eligible debris is accepted.
    - Debris is from eligible residents.

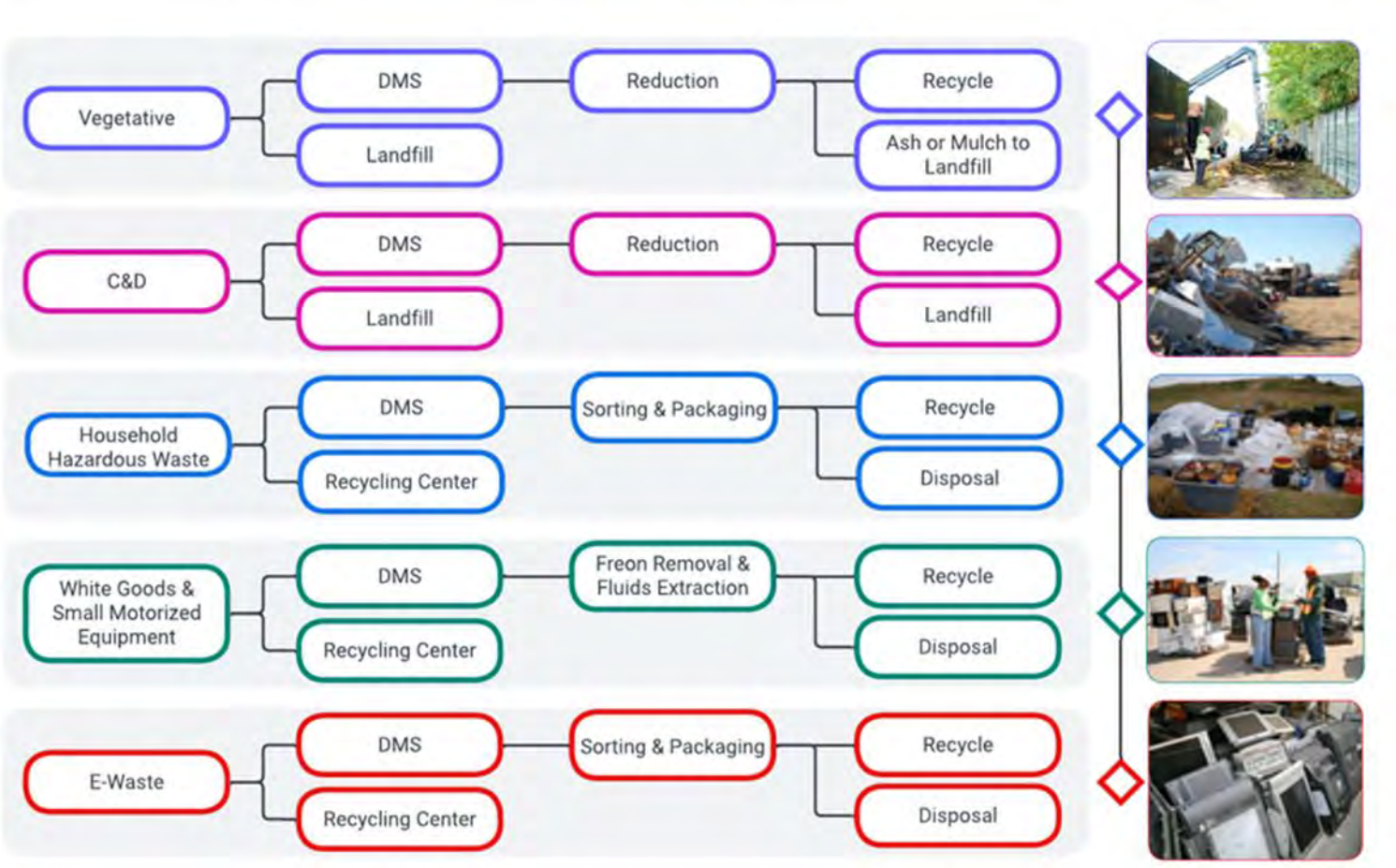
Public Education is critical to successful collection. CrowderGulf supports outreach efforts to inform residents about debris removal procedures before and after a disaster, reducing confusion and improving participation.

Debris Types

CrowderGulf is equipped to manage all FEMA-eligible debris types as defined in the *FEMA Public Assistance Program and Policy Guide*. The Client will determine the scope of debris to be managed under this contract. Supported debris types include:

- Vegetative debris
- Construction & Demolition (C&D) debris
- White goods
- Household Hazardous Waste (HHW)
- Electronic waste
- Abandoned vehicles and vessels
- Putrescent debris
- Infectious waste
- Hazardous materials (chemical, biological, radiological, nuclear-contaminated)

The general debris stream is depicted in the diagram below:



Truck Certification

Before debris hauling begins, all trucks must be certified by the Client or its designated debris monitoring firm. Certification includes:

- Accurate measurement of truck bed dimensions
- Verification of safety compliance
- Documentation of truck details, including driver name, license, tag number, and photos

CrowderGulf provides FEMA-compliant certification forms. Originals are retained by the Client; copies are issued to CrowderGulf and the driver. The driver's copy must remain in the vehicle at all times. A placard displaying truck ID and measurement data will be visibly mounted on both sides of the vehicle.

Additional documentation requirements are outlined in the **Documentation and Reimbursement** section.

Sectoring and Crew Assignments

Upon NTP, CrowderGulf will assist the Client in assessing damage and developing a sector-based action plan. Crews, subcontractors, and equipment will be assigned to each sector to ensure simultaneous service across all affected areas.

Debris Loading Operations Prerequisites

- Certified trucks and completed safety inspections
- Identified disposal site(s)
- Prepared debris management sites (if needed)
- Sector assignments finalized
- Quality Control team operational
- Load ticketing and data systems active
- Safety plans (Accident Prevention Plan [APP], Site Safety and Health Plan [SSHP], Activity Hazard Analysis [AHA]) in place
- Initial safety briefing completed
- Traffic control training completed
- Site inspections by QC staff and foremen
- Hazard clearance (e.g., downed lines, hazardous materials)
- Infrastructure protection (e.g., water meters, hydrants, pedestals)
- FEMA eligibility criteria communicated to all field personnel
- Overhead utility lines identified for safe equipment clearance

Crew Composition and Responsibilities

CrowderGulf tailors crew composition to the task and equipment type. Self-loading trucks require fewer support assets than dump trucks or trailers. All crews include:

- Traffic control personnel
- A foreman
- A designated quality control staff member
- Chainsaw operators and laborers for ground support

A typical Crew composition includes the following:

Role	Responsibility	Quantity
Crew Foreman	On-site management, Safety	1
Quality Control Staff Member		1
Self-loaders or Dump trucks (80-140 CY or 20-60 CT)	Debris pickup & hauling	4-6 (as needed)
Chainsaw Operators	Tree/limb reduction, trim debris hanging from loaded trucks	1-2
Flaggers	Traffic and truck movement control	3-6
Laborers	Collect small debris	2

Truck and Equipment Optimization

Truck assignments are based on haul time to and from disposal sites. To avoid idle equipment, hauling assets are reallocated as needed. Crew sizes and configurations are adjusted to maximize productivity.

During initial passes, large stumps and heavy debris may be left for specialized equipment. While crews follow a “Clean as You Go” policy, expediency may require deferred cleanup. Specialized equipment will be deployed in subsequent passes to remove stumps and other large debris, as well as backfill stump holes.

Truck drivers will not be issued a load ticket until:

- The tailgate is secured to prevent debris loss
- Any overhanging debris is trimmed to avoid utility line damage
- The truck bed is safely and fully loaded

Once ticketed, the driver exits the loading zone and proceeds to the designated disposal site or DMS.

Field Repair and Maintenance

CrowderGulf maintains a fleet of service trucks to perform field repairs on company-owned and subcontractor equipment. This ensures operational continuity, especially when local repair services are unavailable due to disaster impacts.

Service trucks include specialized equipment to facilitate repairs, including:

- Air compressors
- Lubricants and fluids
- Welding equipment
- Boom cranes
- Small tools and parts
- Tommy-gates

Box Service trucks with full-time mechanics are deployed for repairs requiring heavier equipment and expanded capabilities. These units are stocked with a wide range of tools and supplies to support field repairs:

- Large air compressors
- Welding equipment
- Exhaust and other fluids
- Hydraulic hose crimping machines and lines
- Lubricants, hoses, fittings
- Lift gates
- Multiple tire sizes
- Small tools and miscellaneous parts

CrowderGulf also operates a state-of-the-art mobile repair shop, towed by a semi-truck. Once deployed, this unit functions as a fully equipped field garage, ensuring uninterrupted equipment maintenance during large-scale activations, regardless of local service availability.

Mobile Repair Shop features include:

- Diesel-powered electrical system
- Hydraulic hose manufacturing capability
- Tool room and tire racks
- Exterior flood lighting

Debris Hauling Operations

Debris hauling begins when a truck departs the loading zone. Drivers are responsible for safe transport until the load is dumped at the disposal site. Hauling prerequisites and protocols dictate that:

- Only trucks/trailers capable of mechanical unloading are used
- No self-load trailers, with the exception for HHW, E-Waste, ACM, or white goods, when necessary
- All hauling units must be certified and safety-inspected
- Drivers must wear safety vests and steel-toed boots
- Loads must be properly trimmed to prevent debris loss during transport
- Drivers follow the safest, most direct pre-approved route
- Extra caution is exercised near schools and pedestrian zones
- Tarps or covers are used as required by local/state regulations

At the disposal site:

- The load is inspected and “called” by a Client representative estimating the percent of the full volume or by estimating the number of cubic yards short of full volume
- Drivers must not dispute load calls; any concerns are escalated to crew foremen for resolution
- Debris is dumped only when the truck/trailer is level to prevent tipping
- CrowderGulf-employed Spotters assist with safe dumping procedures
- After dumping, trucks return to the inspection tower to confirm the bed is clear

All disposal sites will have a site manager to supervise operations, a safety officer to ensure compliance with all safety measures and protocols, and Flaggers to direct traffic flow.

Safety Measures

CrowderGulf's Safety Manager and designated Safety Officers oversee all safety protocols, including:

- Monitoring daily reports of incidents or property damage
- Conducting regular safety meetings with crews and subcontractors
- Ensuring compliance with all safety plans and hazard mitigation procedures

Safety is a core priority throughout all operations and is addressed in greater detail in the **Health & Safety Section.**

Truck and Equipment Maintenance

CrowderGulf ensures all trucks and equipment are maintained in peak condition. Responsibilities include:

- Daily inspections by crew and subcontractor foremen
- Oversight by Field Project Managers
- Onsite troubleshooting by CrowderGulf mechanics
- Use of local mechanic shops when available

Traffic Control

CrowderGulf minimizes disruption to local traffic by implementing adequate signage, flagging, and barricades; use of safety equipment and communication tools; and compliance with all applicable federal, state, and local regulations.

Hours of Operation

- Debris Collection & Loading: Dawn to dusk, seven days per week
- Debris Reduction at DMS: 24/7 operations if requested and approved

Number of Passes

CrowderGulf will perform as many passes as directed by the Client to complete debris removal. A brief interval between passes allows residents time to move debris to the Right-of-Way (ROW).

Daily Coordination Meetings

Daily meetings will be held between CrowderGulf's Field Project Manager, Field Supervisors, subcontractor foremen, and Client representatives to:

- Review progress
- Adjust manpower and equipment
- Reassign work areas as needed (with Client approval)

Accurate Record Keeping

CrowderGulf employs robust systems to ensure accurate documentation, including, but not limited to:

- Truck certification records
- Debris hauling logs
- Production reports
- Safety meeting documentation
- Daily crew and equipment usage reports

Technology-driven data collection supports operational decision making and ensures complete documentation for FEMA and other agency reimbursement. Full details are provided in the **Documentation and Reimbursement** section.

Documenting and Resolving Damages

Despite best efforts, minor property damage may occur during debris removal operations. CrowderGulf is committed to responding promptly and professionally to all damage claims submitted by the Client or its residents.

We recognize the stress and disruption caused by disasters and train our personnel to be courteous, empathetic, and responsive to community needs.

Damage Reporting and Resolution Process

A dedicated citizens' hotline will be established for reporting damage. This may be provided by the Client, the monitoring firm, or CrowderGulf.

CrowderGulf will assign a Claims Resolution Person (CRP) to manage all property damage claims. When possible, this role will be filled by a qualified local resident with strong communication and negotiation skills. The CRP will investigate and resolve claims in coordination with the Client, ensuring timely and satisfactory outcomes.

Debris Management Site (DMS) Development

CrowderGulf has extensive experience in selecting, developing, and operating Debris Management Sites (DMS), also referred to as Temporary Debris Separation and Reduction Sites. DMSs are used when debris cannot be transported directly to final disposal and serve as staging areas for sorting, reducing, and processing debris.

DMS Site Selection

Site selection is critical to operational success. CrowderGulf will collaborate with the Client to identify suitable locations. Site Plans will be developed for each site upon activation, or upon request, in accordance with FEMA's *Public Assistance Program and Policy Guide* and will include:

- Ownership and lease potential
- Site size, location, and accessibility
- Environmental and historical considerations
- Required permits and baseline environmental testing

Costs for site preparation, operation, and restoration are addressed in the unit price schedule. Restoration costs are treated as pass-through expenses with no markup unless otherwise specified.

DMS Design and Operational Features

Efficient site design is essential for safe and effective DMS operations. Each site will include:

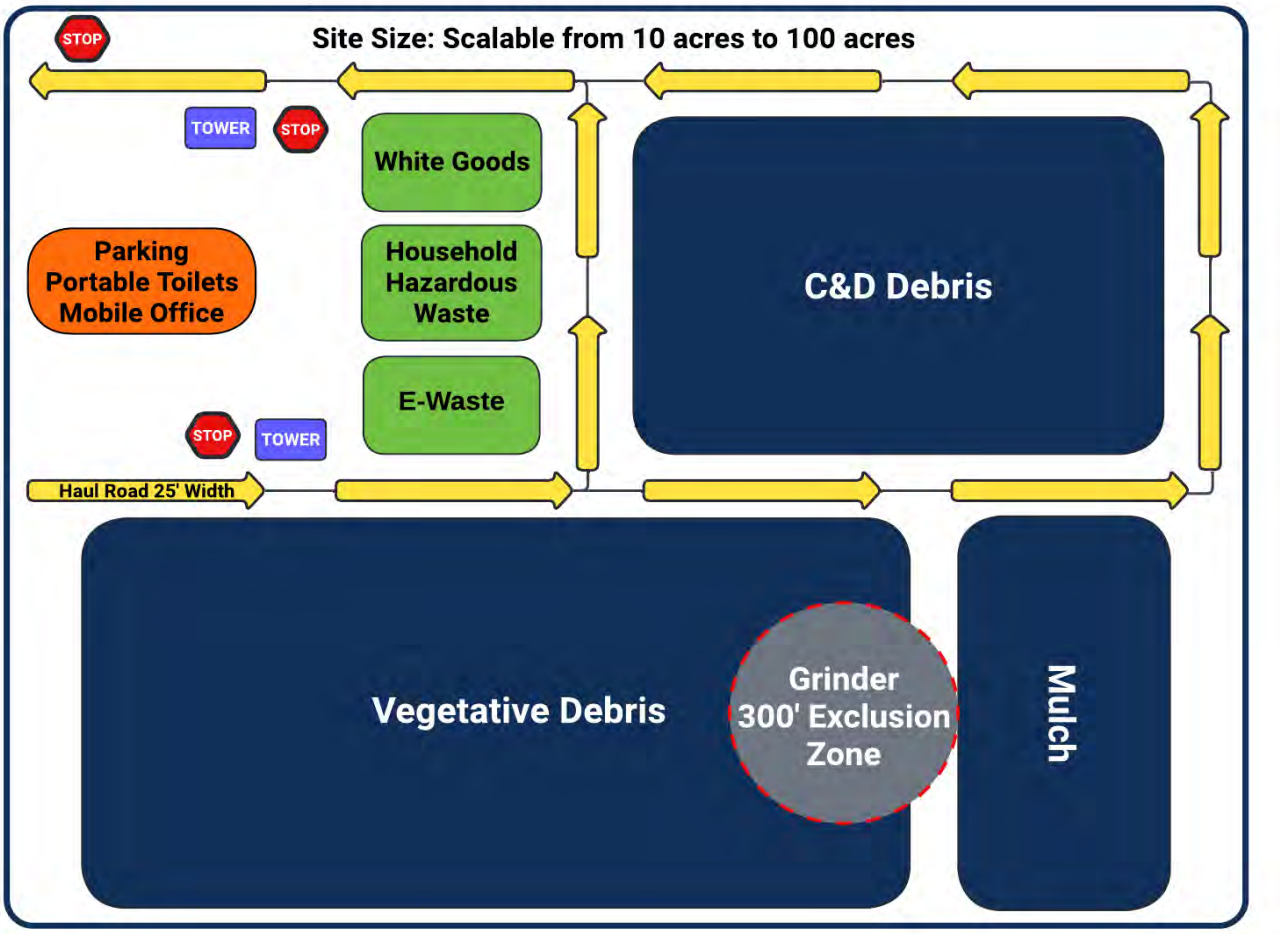
- Portable toilets for crews, inspectors, and office staff
- Perimeter chain link fencing, erosion/sediment control fencing, and other necessary drainage systems
- Dual gated entrances/exits to manage traffic flow
- Restricted access (Client and Contractor vehicles only, if requested)
- Fire safety and rescue equipment accessible throughout the site and debris stockpiles
- Safety zones:
- 200 ft around grinders
- 1,200 ft from structures and 250 ft from other debris piles for Air Curtain Incinerators (ACI) or open burning pits
- Ash storage pits adjacent to ACI units
- Crushed rock/mulch surfacing for ingress/egress roads
- Designated parking for 30 vehicles
- Space for two 12’x50’ office trailers
- Lined hazardous materials containment area with berm
- Separate areas for vegetative debris, chip piles, and C&D debris
- Adequate maneuvering space for trucks and equipment
- Debris separation zones for mixed loads
- Site orientation considering prevailing winds (ACI and grinding operations downwind from offices/towers)
- Optional public dumping areas with separate towers for material tracking, if included in the Client’s Debris Management Plan

DMS Site Plan

A detailed **DMS Site Plan** will be prepared at a scale of 1” = 50’. This plan will be incorporated into the Task Order-Specific Management and Operations Plan and will include:

- Site access and preparation details
- Traffic control layout
- Security and safety zones
- Segregated debris storage areas
- Locations for ash disposal, hazardous materials, contractor work zones, and inspection towers
- Incineration and chipping operation zones
- Protection of existing structures and sensitive areas
- HHW and HTRW storage zones
- Equipment inventory
- Sanitation facilities

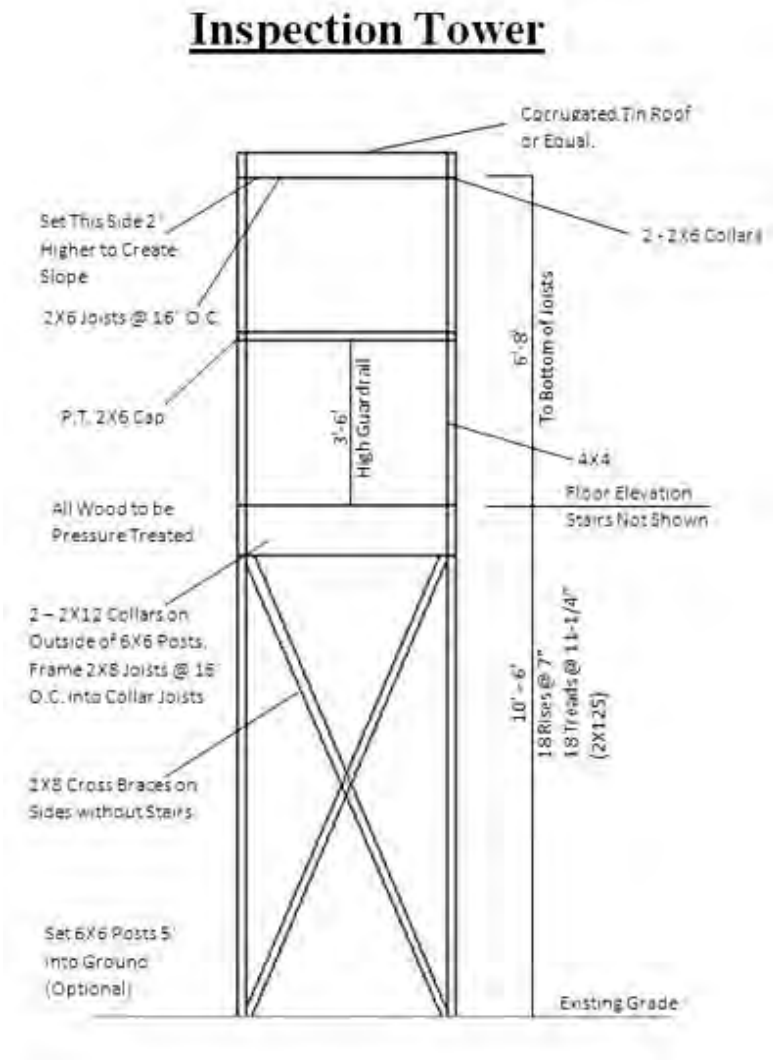
The general site plan shown below will be customized to meet the specific needs of the location and will comply with all FEMA, local, state, and federal regulations.



Inspection Towers

CrowderGulf will construct a minimum of one inspection tower per site, at **no cost to the Client**. Towers will be positioned adjacent to the roadway with visibility over at least one exit lane to verify that truck beds are fully emptied before departure. Each tower location will include a 0.25-mile approach outside the public road system to accommodate truck queuing. Additional tower specifications include:

- OSHA and FEMA compliant
- Constructed with pressure-treated wood
- Floor elevation: 15 feet above ground
- Floor area: 8’ x 8’, built with 2” x 8” joists (16” O.C.) and ¾” plywood
- Perimeter: 4’ high wall (2” x 4” studs with ½” plywood)
- Roof: Corrugated tin with minimum 6’8” headroom clearance
- Access: Wooden steps with handrails
- Seating capacity: Minimum of three inspectors
- Compliance: All applicable building codes
- Removal: Towers will be dismantled upon project completion or site closure





Hazardous Materials Containment Area

In accordance with FEMA guidelines, CrowderGulf will construct a secure area for temporary storage and stabilization of hazardous materials. All deposited materials will be inventoried, and leaking containers will be placed in overpack drums. A clearly marked **NO SMOKING** zone will be enforced within 200 feet of the containment area. Minimum design criteria include:

- Size: 30’ x 30’
- Perimeter: Hay bales stacked in place
- Ground cover: Waterproof liner or plastic sheeting
- Weather protection: Rain/snow cover over the entire area



Debris Separation

The **Debris Reduction Manager** will oversee the sorting and segregation of all loads at the DMS. Mixed loads will be separated into the following categories, in full compliance with CrowderGulf's Environmental Plan and applicable regulations:

- Clean vegetative debris
- Vegetative debris with foreign matter
- Construction & Demolition (C&D) debris
- Salvageable or recyclable materials
- White goods and electronic waste
- Household Hazardous Waste (HHW), Asbestos-Containing Materials (ACM), and other toxic materials

Operational Notes:

- Vegetative debris will be placed in piles no higher than 15 feet to allow for safe reduction.
- C&D will be hauled directly to certified landfills or processed for recycling, as directed.
- White goods will be degassed, crushed, and baled for scrap metal resale.

Debris Reduction Methods and Timelines

CrowderGulf utilizes two primary methods for debris volume reduction: **chipping/grinding** and **incineration**.

Chipping and Grinding

- Reduces vegetative debris volume by up to 75%
- Clean chips may be recycled as biomass fuel
- CrowderGulf has extensive experience with this method, used in most contracts over the past decade
- All safety and environmental regulations are strictly enforced

Incineration

- Reduces vegetative debris volume by up to 95%
- Methods include controlled and uncontrolled open-air incineration, air curtain pit incineration, and portable air curtain incineration
- Portable air curtain incinerators are preferred for efficiency and environmental control
- Incineration will only be conducted with Client approval

Safety and Environmental Controls for Incineration

- Minimum 100' setback between debris piles and incineration area
- 1,000' buffer between incineration area and nearest structure
- Fires extinguished two hours before ash removal
- Ash removed before reaching two feet below pit lip
- No hazardous or flammable materials allowed in incineration pits
- Fencing and signage used to restrict public access

CrowderGulf's **Environmental Plan** provides detailed guidance on managing dust, smoke, erosion, stormwater, and hazardous/toxic waste. Special precautions will be taken to protect environmentally sensitive or historically significant areas near DMS locations.

Debris Reduction Timelines

The following **Debris Reduction Timeline** outlines key tasks and associated timeframes. This schedule ensures efficient processing and supports overall recovery goals:

DEBRIS REDUCTION PLAN TIMELINE	
TASK	**TIME FRAME (from NTP)**
Conduct requirements assessment of damaged area for DMS.	Within 24 hrs.
Develop DMS according to Management Plan, including rd. construction, erosion control, portable office & toilet facility	Within 48 hrs.
Ensure that all necessary permits from the proper State agency are in place in order to perform debris storage/reduction activities on the selected site.	Within 48 hrs.
Construct observation platforms per FEMA requirements	Within 48 hrs.
Construct grinding, burn pit, ash storage & hazardous waste storage areas	Within 48 hrs.
Determine the number of burners &/or grinders/chippers required per site	Within 48 hrs.
Ensure Hazardous Waste Plan in place	Within 48 hrs.
If burning is permitted, begin construction of burn pits	Within 48 hrs.
Complete installation of burners	Within 72 hrs.
Secure permits & transport grinders/chippers to designated reduction areas	Within 72 hrs.
Set up grinders/chippers	Within 96 hrs.
Maintain records of hours worked for operators, location worked, repairs, etc.	Daily
Ensure maintenance of burners &/or grinders/chippers	Daily
Make dumpsite adjustments	Daily
Provide daily operations reports to Project Manager & Client Rep	Daily

Inspect DMS operations for safety & quality control monitoring	Daily & periodically
Handle storage & disposal of hazardous waste	As required
Restoration of site to Client's specifications	Upon completion of project
Demobilization of equipment	Upon completion of all tasks

The table below provides the typical number of crew members and their responsibilities per DMS.

Basic Debris Reduction Crews		
Personnel / Equipment	**Task Responsibility**	**Crew #**
DMS Reduction Project Mgr.	Supervise set up & daily ops of debris reduction site; Ensure all safety regulations enforced	1
Day Foreman	Monitor incoming trucks, direct separation of materials; Supervise reduction crews; Monitor for safety regulations being followed and report infractions to Foreman	1
Night Foreman *(if burning)*	Supervise crews & secure site, Monitor safety regulations & report infractions to Foreman	1
Spotters	Monitor incoming debris types; Ensure drivers drop loads in proper locations at stockpiles; Direct clean loads of recyclable material to storage areas; Follow all safety requirements & report any infractions to Foreman	2 - 4
Flagmen	Direct flow of incoming & outgoing trucks at site; Follow all safety requirements & report any infractions to Foreman	2 - 4
Laborers	Assist with debris separation, if required.	2 - 4
Water Truck w/spray nozzles & high-pressure hose	Spray nozzles used for dust control, High pressure for hose for fire control	1
Road Grader w/Operator	Maintain roads & site	1
Onsite Fuel & Oil Storage Tanks	Replenish equipment as needed	2 - 4
Track Hoe w/grapple w/Operators	Build burn pit according to Ops Manual; Clean ash from pits & pile in designated areas; Supply debris to burn pit & grinder	2 - 4
Bulldozer &/or Rubber Tire Loader w/Operator	Stockpile material; Push debris with Track hoe	2 - 4
Burner Technician / Mechanic	Initial burner set-up; Assist starting fires according to Ops Manual; Daily maintenance & care of burner & loader equipment	1 / Site when burning
1000-1200hp Tub or Horizontal Grinder	Grind vegetative debris	1 / Site when grinding
Grinder Operator	Fuel tub grinder & control grinder operation.	1 / Grinder

Debris Disposal

Final disposal of debris reduction products will be conducted in accordance with Client directives and all applicable federal, state, and local regulations.

Vegetative Debris

Based on the Client's preference, vegetative debris will be either ground or burned:

- Grinding: Mulch will be transported to a properly permitted disposal site.
- Burning: Ash will be hauled to an approved disposal site.

Where feasible and permitted, CrowderGulf will recycle mulch and clean ash. In past events, clean ash has been repurposed as agricultural fertilizer. All recycling efforts will comply with environmental regulations.



CrowderGulf grinding vegetative debris into mulch at a DMS in Sarasota County, FL, during Hurricane Milton recovery operations in 2024.

Construction and Demolition (C&D) Debris

All C&D debris will be disposed of at Client-approved facilities in full compliance with federal, state, and local laws.

Specialty Debris Management

CrowderGulf's supervisory personnel are trained and experienced in identifying and managing specialty debris, including:

- Abandoned vehicles and vessels
- Animal carcasses
- Asbestos-containing materials (ACM)
- Electronic waste (E-Waste)
- White goods and Freon recovery
- Household Hazardous Waste (HHW)
- Waterway debris (sand, beach, and marine debris)

We work in coordination with all relevant regulatory agencies and follow strict compliance protocols. For specialty debris requiring advanced hazardous materials handling, CrowderGulf partners with **NEXGEN Environmental, Inc.**, a licensed and highly qualified Hazmat contractor.

Debris Recycling

CrowderGulf will implement debris recycling programs aligned with the Client's goals and objectives, as market conditions allow. When recycling is feasible, CrowderGulf will ensure all contractors comply with local, tribal, state, and federal environmental regulations. Any proceeds from recycled materials will be credited directly to the Client.

Vegetative Debris Recycling

Natural disasters generate large volumes of vegetative debris, presenting both logistical and environmental challenges. CrowderGulf prioritizes recycling over landfill disposal whenever possible, even when freight and tipping fees apply.

With over 50 years of experience, CrowderGulf has developed innovative recycling strategies for wood chips, including:

- Hurricane Ian (2023): Over 100,000 CY of mulch was distributed to nearly 30 agricultural Small Business Enterprises (SBEs) in Lee County, FL, supporting restoration efforts and reducing haul costs. Mulch was also delivered to composting facilities for use by nurseries and farms.
- Biomass Fuel: Clean wood chips were used by paper mills after Hurricanes Michael (2018) and Isaac (2012).
- International Recycling: Post-2003/2004 storm seasons, clean chips were exported to Italy for biomass fuel.

Recycling Plan Highlights

- Log Recovery: Tree trunks cut into 8'+ lengths will be separated and marketed to pulp, saw, and veneer mills.
- Stump Management: Stumps will be split and burned (if permitted) or ground separately to avoid contamination.
- Grinding Operations: Limbs, twigs, and inferior logs will be ground or burned using equipment designed to minimize dirt contamination.
- Chip Distribution: Chips will be moved promptly to prevent fire hazards and buildup.
- Fuel Partnerships: CrowderGulf maintains relationships with paper mills, sugar mills, and other biomass users across the Southeast.
- Composting Sites: If permitted, CrowderGulf will secure rural land near chipping operations to compost surplus chips and clean ash for landscaping or agricultural use.

C&D Debris Recycling

Concrete, asphalt, and masonry debris may be crushed and reused as base material for road construction or trench backfill. The Client may choose to manage this recycling directly. For example, Galveston County repurposed crushed concrete from Hurricane Ike for road reconstruction and public building foundations.

Metal debris from mobile homes, trailers, and appliances will be separated, crushed, baled, and recycled. Proceeds from recycled metals will be credited to the Client.

Site Closure and Restoration

Upon completion of debris reduction operations, CrowderGulf will restore all DMS to their pre-existing condition. All site restoration and closeout activities will be completed within **30 calendar days** of Client notification that the final load of debris has been delivered. This includes:

- Removal of all equipment, inspection towers, and temporary structures
- Grading and restoration of burn pits
- Hauling of remaining chipped or unburned materials to approved facilities
- Disposal of separated materials (metals, plastics, white goods) per contract and regulatory requirements
- Environmental Testing and Remediation:
- Groundwater and soil testing, if required, will be billed to the Client as pass-through costs
- Site reclamation and remediation will also be billed as pass-through costs

A final inspection will be conducted by Client officials. Any discrepancies will be promptly addressed by CrowderGulf.

Case Study: Wa-Ke Hatchee Park DMS

CrowderGulf managed over 1 million CY of debris at Wa-ke Hatchee DMS in Lee County, FL—one of 18 sites activated during the response. Surrounded by sensitive infrastructure and natural resources, this site exemplifies CrowderGulf's commitment to environmental stewardship and community coordination. Restoration efforts were conducted with care to minimize further disruption and ensure full compliance with local and state requirements.



Critical Operations: Documentation and Reimbursement

CrowderGulf is committed to providing accurate, complete, and transparent documentation throughout the debris removal process. All records are readily accessible to the Client, FEMA, FHWA, and other agencies involved in reimbursement.

Our documentation system is built on a foundation of **financial accountability**, **field-based data collection**, and **compliance with FEMA's Public Assistance Program and Policy Guide**. From project initiation to closeout, we maintain a robust system of checks and balances supported by the best available technology. CrowderGulf uses a two-phase documentation process to ensure precise tracking of debris operations, including truck certification and debris load ticket completion.

Monitoring Companies and Electronic Ticketing

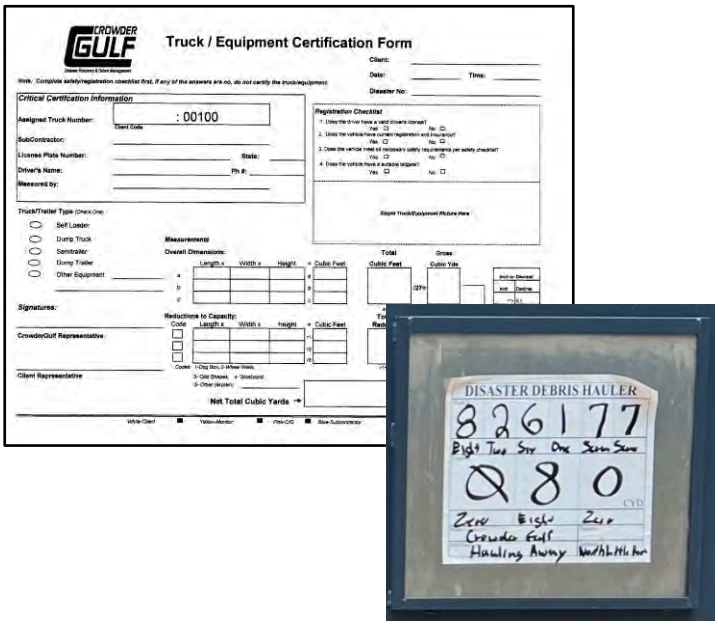
Monitoring companies may be contracted by the Client to oversee and document debris operations. These firms typically use an **Automated Debris Management System (ADMS)** to capture all data required for FEMA reimbursement.

CrowderGulf has extensive experience working with leading monitoring firms and is fully compatible with their systems and procedures. We prioritize open communication and collaboration with the Client's representatives to ensure documentation is accurate, timely, and accessible.

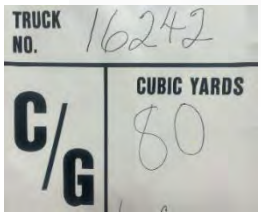
Debris Hauling Documentation: Phase 1 – Truck Certification

All debris-hauling trucks are certified per FEMA guidelines. Documenting truck certification includes:

- Measurement of truck bed dimensions by the Client's representative or monitoring firm
- Safety and insurance verification
- Completion of FEMA-compliant Truck Certification Forms (copies retained by the Client, CrowderGulf, and the driver)
- Placards affixed to each truck displaying owner name, equipment number, and certified capacity
- Optional barcode tagging for ADMS integration
- Photo documentation of each truck and driver
- Electronic Capacity Certification Log maintained for quality control







Debris Hauling Documentation: Phase 2 – Debris Load Ticket Completion

The load ticket is the primary tracking document for debris movement from collection to disposal. If electronic ticketing (ADMS) is used, the following documentation procedures apply:

- Field monitors initiate tickets by entering truck number, debris type, and pickup location
- Tower monitors complete tickets by entering load volume at the DMS or disposal site
- CrowderGulf receives and stores digital copies of all tickets in real-time or daily
- Drivers may receive paper copies for reference

If ADMS is not used, and the Client opts to self-monitor with manual ticketing, the following documentation procedures apply:

- Multi-part paper tickets completed at loading and disposal sites
- Client representatives at the loading site record and verify all required data; provide the debris hauler with partially complete ticket to take to the disposal site
- Client representatives in the inspection tower at the disposal site/DMS receive the ticket and complete required disposal information
- Copies distributed to the driver and CrowderGulf representative; Client retains original ticket
- CrowderGulf field office processes and forwards tickets to the Home Office for quality control and archiving

Accurate completion of both quantitative and descriptive data is essential for reimbursement and invoicing. CrowderGulf adapts seamlessly to either electronic or manual systems while maintaining FEMA compliance.

Documentation of Special Projects

In addition to standard debris removal, CrowderGulf supports special recovery projects initiated through formal **Task Orders**. Each Task Order outlines scope, rates, and documentation requirements. CrowderGulf maintains detailed records for each project in accordance with FEMA guidelines.

Data Management

CrowderGulf employs a comprehensive data collection and storage system tailored to each project. Whether using ADMS or manual ticketing, our database captures:

- Quantitative and descriptive debris data
- Ticket images for reconciliation and audit support
- Real-time updates for operational decision-making
- Long-term data retention for post-project support

Our trained personnel ensure data integrity and functionality throughout the project lifecycle—and beyond. CrowderGulf maintains full-time documentation support staff available year-round, even after project completion.

CrowderGulf partners with Debris Logix to help ensure Financial Integrity and Audit Defense. We offer the following:

- **100% Automated Chain of Custody**: Unlike competitors using manual logs prone to human error, our digital ticketing system ensures 100% accountability. By capturing printed monitor receipts directly in the field at the point of origin and disposal, we create an unassailable, tamper-proof audit trail that meets or exceeds FEMA and FHWA documentation requirements.

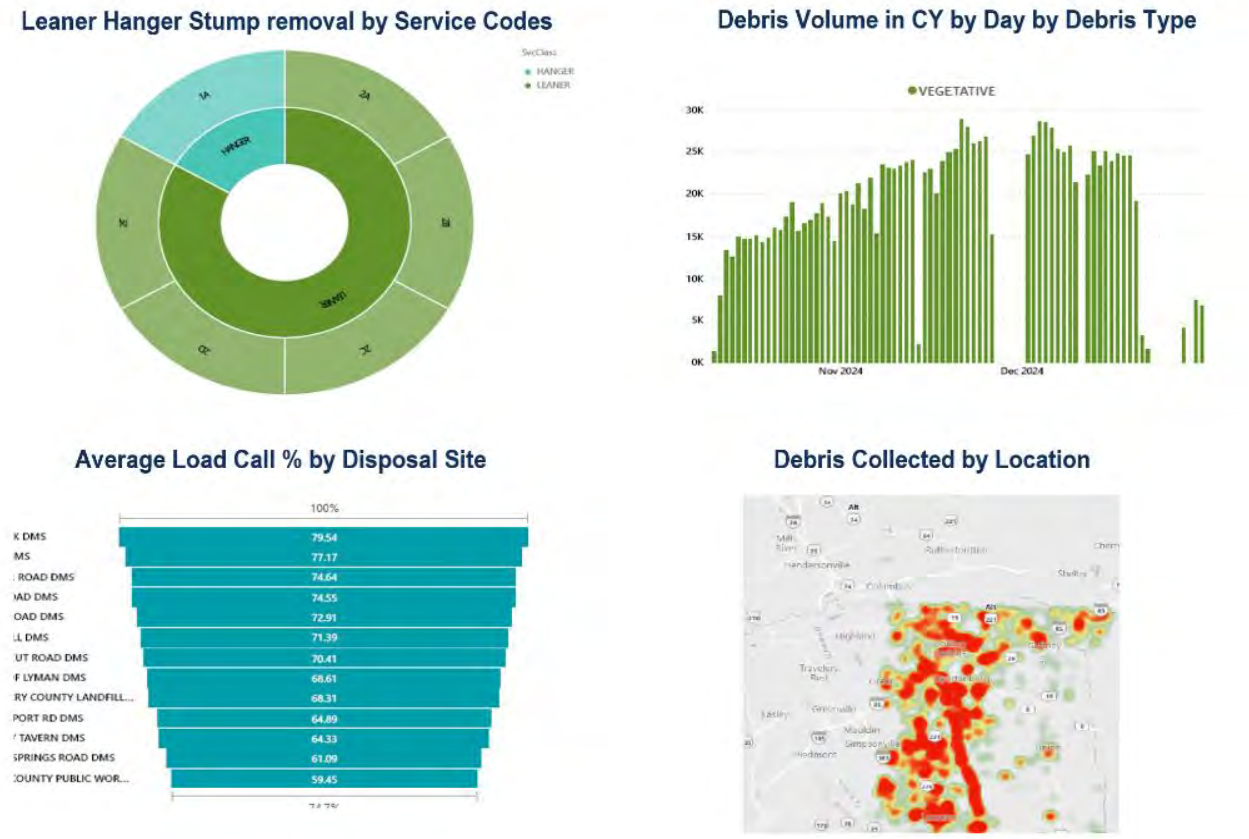
- **Liability Mitigation via Streamlined Invoicing**: Our software automates the reconciliation of field data to invoices. This eliminates the "lag" that creates unpaid liabilities, ensuring all financial obligations are transparent, accurate, and processed in cycles that align with the municipality's fiscal reporting.
- **Fraud Prevention through Geospatial Verification**: By utilizing advanced GIS technology to integrate County and City maps, to ensure load are within approved work zones.
- **Unified Fleet Command**: We provide a real-time "Single Source of Truth" for all contractors and subcontractors. This level of visibility ensures that every asset on the ground is working in sync, preventing redundant efforts and optimizing equipment deployment.
- **Precision Debris Mapping for Rapid Clearance**: By accurately marking debris locations during different stages of the project, we eliminate the guesswork and high costs associated with inefficient second, third and final passes. This targeted approach reduces fuel consumption, labor hours, and overall project duration.
- **Digital Guardrails for Ineligible Debris**: Work zones are pushed directly to the mobile devices of drivers and subcontractors. This "digital geofence" ensures that ineligible debris is identified and flagged before it is ever loaded, saving the municipality from paying for non-reimbursable pickups. Points can be marked contested for final approval in cases where it is on a disputable boundary.

Reporting and Information Access

CrowderGulf offers public transparency and visibility of "The Last Pass" in which real-time progress dashboards offer stakeholders live visibility into what has and has not been picked up. This allows City/County leadership to provide accurate, data-driven updates to the public.

To prevent homeowners from placing debris at the curb after the final sweep—and claiming it was missed—our software captures time-stamped, GPS-tagged "completion" data. This photographic and geospatial evidence protects the jurisdiction from fraudulent "missed pickup" claims and brings a definitive, documented close to the project.

CrowderGulf provides customized reports to support project planning and reimbursement. Reports are tailored to Client specifications and can be generated daily or weekly. Standard reports can be provided in Excel, MS Word, or pdf format, and can include such items as total cubic yards: vegetative, C&D, stumps, mulch hauled, leaners and hangers cut, etc.



Sample reporting capabilities and outputs

Reconciliation and Invoicing

CrowderGulf is committed to accurate and transparent invoicing, supported by thorough reconciliation of all documentation. We work closely with subcontractors and monitoring firms to ensure all data is verified before invoices are submitted. The reconciliation process is ongoing, and includes the following steps:

- Subcontractors submit weekly invoices to CrowderGulf.
- Our Documentation Team compares each invoice against data from the monitoring company's ADMS system.
- Discrepancies are immediately addressed with both the monitoring firm and subcontractor.
- Reconciliation is continuous throughout the project.
- Once reconciled, CrowderGulf submits the invoice to the monitoring company.
- Any remaining discrepancies are resolved collaboratively between the monitoring company and CrowderGulf.
- The monitoring company then submits the final invoice to the Client.
- CrowderGulf adheres to the invoicing schedule outlined in the contract.

Invoices can be structured to meet the Client's preferences, including dollar limits per invoice, designated work periods (e.g., weekly), and/or task-specific invoicing as outlined in the contract. CrowderGulf's financial stability allows us to accommodate modified payment schedules when needed due to disaster severity or resource constraints.

Documentation Maintenance

CrowderGulf retains all project documentation for **7–10 years**, depending on regulatory requirements. This includes load tickets, truck certifications, task orders, and all supporting documentation.

Records are maintained in both **electronic and hard copy formats**, ensuring easy access for audits or FEMA reviews. Our organized digital filing system supports rapid retrieval and long-term accountability.

FEMA Requirements and Reimbursement Support

CrowderGulf has a proven track record of supporting clients through FEMA reimbursement processes. Over the past 20 years, **98%** of our work has been with agencies receiving FEMA Public Assistance (PA) funding.

CrowderGulf's team includes former FEMA Directors, Emergency Managers, and FEMA-trained Debris Specialists. Our staff is well-versed in **44 CFR** (Code of Federal Regulations) and the **FEMA Public Assistance Program and Policy Guide (PAPPG)**.

CrowderGulf will assist with all aspects of the reimbursement process, including:

- Developing Project Worksheets
- Estimating debris volumes for initial damage assessments
- Identifying eligible vs. ineligible costs
- Documenting all recovery activities
- Reviewing records for compliance with federal and state guidelines
- Providing training for Client personnel
- Maintaining all documentation for audit readiness

Regulatory Compliance

CrowderGulf operates in full compliance with all agencies involved in disaster recovery. Our goal is to deliver efficient, cost-effective recovery services while ensuring maximum reimbursement through meticulous documentation and regulatory alignment.

Essential Support Function: Readiness Support and Training

CrowderGulf's success in disaster response is rooted in our commitment to **year-round readiness planning and training**. We continuously refine our procedures through preparation, practice, review, and analysis—ensuring continuous improvement and exceptional project execution.

DOCUMENTATION & REIMBURSEMENT EXPERTS

"One of CrowderGulf's most important attributes is their adherence to FEMA protocol.

They exhibited a thorough understanding of FEMA regulations and procedures, consistently following protocol.

As a result, we encountered no issues with FEMA's reimbursement throughout our collaboration, which is a testament to the company's commitment to compliance and professionalism."

Nicholas E. Hunter,
Mayor,
City of Lake Charles, LA

Collaborative Training

CrowderGulf will conduct **annual training and pre-planning sessions** tailored to the Client's geographic and operational needs. Our Regional Directors and Project Managers will also assist in evaluating potential DMS and advising on preparedness strategies.

These sessions help decision-makers evaluate DMS needs and locations, determine whether to engage a monitoring firm, and identify other critical considerations.

Essential Support Function: Subcontracting

CrowderGulf prioritizes the use of **qualified local subcontractors** in compliance with **44 CFR 206.10**. As a Prime Contractor, we also meet **44 CFR 13.36(e)** requirements by taking affirmative steps to engage minority-owned businesses, women's business enterprises, and labor surplus area firms

We maintain a **national database of over 3,200 pre-qualified subcontractors**, searchable by company size, equipment type, geographic location, past performance, and W/MBE status. Subcontractors can register via our website at www.crowdergulf.com or submit information directly to our Disaster Administration Office.

CrowderGulf's reputation for fair treatment and **weekly payments** has earned us a strong network of subcontractors nationwide, ready to mobilize at a moment's notice. The graphic below shows the regional distribution of registered subcontractors. The number of subcontractors typically increases after a major disaster and is updated periodically as new subcontractors register on our website.

Subcontracting Practices

CrowderGulf follows a structured and inclusive approach to subcontracting, guided by the following principles:

1. **Prioritize Local Engagement**: Subcontract with qualified local firms and small businesses whenever possible. Preference is also given to local vendors for equipment rentals and supplies within the jurisdiction.
2. **Promote Local Participation**: A senior manager is tasked with outreach through local media and organizations to encourage subcontractor engagement.
3. **Ensure Equal Opportunity Compliance**: All subcontracting efforts adhere to equal opportunity hiring standards.
4. **Establish Clear Communication Channels**: Subcontractors are provided with a defined chain of command for all communications.
5. **Timely Payments**: Subcontractor invoices are processed and paid according to CrowderGulf's established payment policies.
6. **Performance-Based Consideration**: Priority is given to subcontractors with a proven track record of quality work in past activations.
7. **Inclusive Contracting**: While no set-aside percentage is mandated, CrowderGulf gives special attention to small, disadvantaged, and women-owned businesses, and is committed to engaging minority, disadvantaged, and women-owned businesses whenever and wherever possible.

8. **Pre-Qualified Database**: We maintain a dynamic database of over 3,200 pre-qualified subcontractors, including D/M/W/SBE firms. Subcontractors may register via our website or submit information via mail, fax, or email.
9. **Contract Compliance**: CrowderGulf meets or exceeds all local minority workforce and professional firm utilization goals as required by each contract.

Subcontracting Policy

All subcontractors must comply with CrowderGulf's contractual standards and operational protocols. Requirements include:

1. **E-Verify Enrollment**: Subcontractors must enroll in the E-Verify program and provide documentation (a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company) at contract execution.
2. **Contract and Safety Manual Acknowledgment**: Subcontractors must review and sign CrowderGulf's subcontractor agreement and safety manual.
3. **Licensing and Bonding**: Proof of compliance with jurisdictional licensing and bonding requirements.
4. **Debarment Status**: Subcontractors must certify that no current owner, principal, or officer of the firm is currently or was previously debarred by state or federal agencies.
5. **Insurance Coverage**: Subcontractors must provide evidence of required insurance from a reputable carrier.
6. **Regulatory Compliance**: Full adherence to all applicable laws, including labor, safety, and transportation regulations.
7. **Timely Mobilization**: Work must begin within two business days of award notification unless otherwise specified.
8. **Performance Standards**: CrowderGulf reserves the right to terminate contracts for failure to meet staffing, equipment, or material requirements.
9. **Safety Compliance**: Subcontractors must follow all safety and environmental protocols as directed by CrowderGulf.
10. **Progress Reporting**: Regular updates and use of CrowderGulf's debris reporting system are required.
11. **Billing Procedures**: Subcontractors must submit progress payment requests as outlined in their contracts.
12. **Final Payment Conditions**: Final payments may be withheld pending receipt of lien waivers, releases, and closeout documentation.
13. **Local Adaptations**: Additional stipulations may apply based on local conditions or contract requirements.

Understanding Requirements

CrowderGulf takes proactive steps during the proposal phase to ensure compliance with **M/WBE utilization policies** and **44 CFR 13.36(e)**. This includes:

- Reviewing the Client's M/WBE goals and procedures
- Determining required utilization breakdowns
- Identifying necessary certifications and directories for outreach
- Clarifying percentage goals and expectations

Once requirements are confirmed, CrowderGulf proceeds with a targeted implementation strategy to meet or exceed the Client's subcontracting and diversity goals and engage qualified firms:

Subcontractor Engagement Process

1. **Pre-Solicitation Review**
    - CrowderGulf compiles a list of local, pre-qualified subcontractors from our database
    - Verify eligibility using one or more of the following websites:
        - SAM: The System for Award Management (SAM) is a Federally owned and operated free website used to review all subcontractors' debarred status prior to approval as a prequalified subcontractor (https://www.sam.gov/)
        - SBA HUBZone Search-confirmation, (http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm)
        - Dun and Bradstreet, (https://sso.dnbi.com)
    - Confirm E-Verify enrollment and insurance compliance
2. **Directory Checks**: Access Client M/WBE directories or contact the M/WBE Office, and cross-reference with CrowderGulf's database to identify matches.
3. **Initial Outreach**: Contact potential M/WBE firms.
4. **Formal Correspondence**: Provide scope of work, registration instructions, and submission deadlines.
5. **Documentation Review**: Collect and verify letters of intent and M/WBE certifications.
6. **Proposal Inclusion**: Include only responsive firms that meet all requirements and deadlines.
7. **Goal Adjustment**: If initial percentages fall short, CrowderGulf will adjust allocations in coordination with the Client.
8. **Notification**: Notify selected firms post-award and request any additional documentation.
9. **Annual Updates**: Maintain and update subcontractor records annually.
10. **Activation Adjustments**: If a proposed M/WBE firm becomes unavailable, CrowderGulf will identify and onboard a certified replacement, ensuring compliance with proposed goals.

Reporting

For "Stand-By" contracts, M/WBE utilization is tracked upon activation. CrowderGulf will submit quarterly or annual reports as requested by the Client to document subcontractor participation and compliance.

Good Faith Effort

CrowderGulf is committed to meeting or exceeding the Client's goals for minority workforce and professional firm utilization. We maintain full compliance with **44 CFR 13.36(e)** and **FEMA's Super Circular (2 C.F.R. Part 200)**. Affirmative steps include**:**

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

Subcontractor Oversight

CrowderGulf has successfully mobilized over **400 subcontractors**, including **5,000 personnel**, **2,600 trucks**, and **800 pieces of equipment** during past activations.

To ensure quality and efficiency, CrowderGulf's Management Team applies NIMS protocols to determine appropriate supervisory staffing levels, deploying as many Field Project Managers and Debris Supervisors as needed. Project Managers and Field Supervisors are responsible for ensuring all workers receive safety training and education in Federal Rules and Regulations as they pertain to debris removal operations.

Minority/Small Business Enterprise (M/SBE) Subcontractors

A current qualified subcontractor list will be provided for pre-approval prior to an event upon request. A list of local Florida Subcontractors has been provided in Section B – Sub-Contractor Resources.

Essential Support Function: Quality Control

CrowderGulf's Quality Control (QC) Plan ensures consistent adherence to workplace policies and procedures that support safe, efficient, and effective debris removal and reduction. Our success is rooted in a commitment to the people, processes, and systems that drive performance.

Core Values of Quality Control

- **Transparent Communication**: Open, honest dialogue with clients at all levels to align expectations and foster mutual respect.
- **High Standards**: A "lead by example" approach to quality and accountability.
- **Training & Education**: Ongoing instruction for all personnel to ensure safe and correct task execution.
- **"Clean As You Go" Policy**: A proactive approach to debris removal that emphasizes thoroughness and minimizes rework.

A copy of our Quality Control Plan is available upon request.

"Clean As You Go" Philosophy

This principle is central to CrowderGulf's QC approach. It emphasizes completing each task thoroughly on the first pass to reduce the need for rework. While this does not replace contracted requirements for multiple passes, it ensures that each pass is executed with maximum efficiency and attention to detail, regardless of the number of passes required by the client.

Originally coined by CrowderGulf over 20 years ago, "Clean As You Go" has since become an industry standard. All CrowderGulf personnel, subcontractors, and consultants are expected to uphold this policy.

Inspections

CrowderGulf uses a structured inspection hierarchy based on the **Incident Command System (ICS)** to maintain quality and timeliness. This approach ensures manageable spans of control and optimal performance across all operational levels.

Site Security

Access to DMS is restricted to essential CrowderGulf and Client personnel to ensure safety and security. Access is granted based on role, responsibility, and operational need.

Equipment Maintenance

CrowderGulf follows manufacturer-recommended maintenance schedules for all equipment. Routine maintenance is logged and retained for the life of the equipment. Maintenance is performed by CrowderGulf personnel or contracted mechanics, with major repairs handled by certified heavy equipment service providers.

Training and Knowledge Management

The Quality Control Manager conducts daily briefings for team leads, with weekly sessions for supervisors. Organizational roles and responsibilities are reviewed regularly to ensure clarity and alignment.

CrowderGulf employs experienced personnel across all operational levels. Supervisors assess each team member's knowledge and experience to determine training needs and ensure readiness for assigned tasks.

Essential Support Function: Health & Safety

CrowderGulf is committed to maintaining a safe and healthy work environment for employees, subcontractors, and the public. Safety is integrated into every aspect of our operations, alongside our commitment to quality and cost-efficiency.

Safety Philosophy

We believe all injuries and accidents are preventable through proactive planning and adherence to safe work procedures. Safety is a shared responsibility across all levels of the organization.

Key Principles:

- Safety is prioritized in every action and decision.
- All personnel are responsible for maintaining a safe work environment.
- Prevention of injury and protection of health are core operational values.

CrowderGulf's **Site-Specific Safety Plan** will be in place from initial response through final closeout, providing clear directives and procedures for all personnel.

Regulatory Compliance

CrowderGulf complies with all applicable safety and environmental regulations, including but not limited to:

- Occupational Safety and Health Administration (OSHA)
- Environmental Protection Agency (EPA)
- Department of Transportation (DOT)
- Local, state, and federal safety standards
- Any additional safety requirements specified by the Client

Corporate Commitment

CrowderGulf's leadership is deeply committed to safety. Our Senior Executive, **Ms. Ashley Ramsay-Naile**, serves as the company's senior Safety Official, reinforcing safety as a top priority across all projects.

Our comprehensive **Health and Safety Plan** governs all company operations and is available upon request. Current and past OSHA Form 300A summaries are also available upon request, demonstrating our exemplary safety record.

Safety Performance Summary

CrowderGulf has maintained an exemplary safety record:

- **Zero OSHA citations or violations since 2014**
- **Over 1.8 million hours worked** with only **1 recordable incident**
- **Mandatory daily toolbox meetings** and use of **Job Safety Analysis (JSA)** tools
- All personnel are empowered to **"Stop the Job"** if unsafe conditions are observed, or if any work process needs clarification.

Year	*Hours Worked*	*OSHA Recordable*	*Days Away from Work Cases*	*R.I.F Rate (Recordable Incident Frequency)*	*D.a.r.t. Rate (Days Away, Restrictions, or Transfers)*
2025	120,805	0	0	0	0
2024	122,932	0	0	0	0
2023	114,400	0	0	0	0
2022	414,960	1	1	.48	.48
2021	161,180	0	0	0	0
2020	177,820	0	0	0	0
2019	189,433	0	0	0	0
2018	173,960	0	0	0	0
2017	148,975	0	0	0	0
2016	111,243	0	0	0	0
2015	94,222	0	0	0	0
2014	89,478	0	0	0	0

Site-Specific Safety Plan Components

CrowderGulf's **Accident Prevention Plan (APP)** and **Site Safety and Health Plan (SSHP)** include:

- Compliance with OSHA and all applicable laws
- Provision of required Personal Protective Equipment (PPE) and safety gear
- Hazard identification and mitigation planning
- Ongoing safety training for all personnel
- Zero-tolerance policy for employee or subcontractor substance use on duty, including alcohol, narcotics, intoxicants, and/or mind-altering substances. Violations of this policy may result in immediate dismissal.
- Immediate reporting of accidents, injuries, and near misses
- Regular safety meetings and hazard reviews
- Clear communication of Health, Safety, Security, and Environment (HSSE) standards via orientations, memos, and toolbox talks
- Empowerment of all personnel to halt work for safety concerns
- Job Hazard Analyses (JHA) for all major tasks

A list of local hospitals, police stations, and emergency response facilities will be included in the Safety Plan upon project activation.

Safety is our paramount concern—always.

Essential Support Function: Environmental and Cultural Sensitivity

CrowderGulf is committed to protecting the environment and preserving cultural and historical resources at all work sites. This commitment is reflected in our operational practices, regulatory compliance, and restoration efforts.

Environmental Oversight and Evaluation

CrowderGulf monitors environmental impact across all levels of operations. Personnel with direct environmental responsibilities (e.g., incinerator operators) are evaluated continuously by senior supervisors.

All employees and subcontractors are assessed daily for environmental compliance related to noise, smoke, dust, traffic, drainage, and both general and hazardous materials containment.

Regulatory Permits and Compliance

CrowderGulf operates in full compliance with all relevant agencies. We ensure all required permits are obtained prior to initiating work. These may include:

- Surface mining sites reclamation
- Ground and surface water protection
- Local health department permits
- Air quality and forestry permits
- Stormwater management

Environmental and Historic Preservation

CrowderGulf adheres to all federal, state, and local regulations related to environmental and historic preservation. Key federal laws considered during debris operations include:

- National Environmental Policy Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Coastal Zone Management Act
- Endangered Species Act
- Fish and Wildlife Coordination Act
- Wild and Scenic Rivers Act
- Executive Orders
- National Historic Preservation Act
- Resource Conservation and Recovery Act

Case Study: Puschel Preserve – Sanibel Island, FL

Following Hurricane Ian (2022), CrowderGulf removed over **2.2 million cubic yards** of debris from Sanibel Island, including:

- 13,154 hazardous trees and limbs
- 15,583 white goods
- 7,102 electronic waste items
- 6,873 pounds of household hazardous waste

One of the C&D debris management sites was restored and donated to the **Sanibel Captiva Conservation Foundation (SCCF)** as the **Puschel Preserve**, a nature sanctuary. During operations, nesting bald eagles raised fledglings adjacent to the site, becoming a symbol of resilience for the community.

Visit CrowderGulf's website to view the full video overview of the Puschel Preserve Project.

Sensitive Area Protocols

CrowderGulf takes special care when working near environmentally, historically, or archaeologically sensitive areas to ensure minimal disturbance to any potential artifacts:

- CrowderGulf, in coordination with the State, will identify and map sensitive zones using GPS and State-provided data.
- Buffer zones are established to alert crews and prevent disturbance.
- If artifacts or sensitive materials are discovered, work is halted and authorities are notified.
- Natural Resource Advisors (NRAs) may be deployed to guide operations in environmentally sensitive areas.

Specific Environmental Concerns

Spills or Leaks

CrowderGulf will report and remediate any spills or leaks in accordance with all applicable laws—at no cost to the Client or other government entities.

Asbestos-Containing Materials (ACM)

CrowderGulf is experienced in ACM removal and complies with EPA's **NESHAP 40 CFR Part 61, Subpart M**. All asbestos-related activities are conducted safely and in full regulatory compliance.

Compliance Commitment

Environmental stewardship is a core value of our operations—from initial response to final site restoration. CrowderGulf conducts all debris operations in accordance with FEMA's Public Assistance Program and Policy Guide and all applicable federal, state, and local laws and regulations.

Experience with Specialty Debris – (5 Years of Past Performance)

CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **Abandoned Vehicles and Vessels; Animal Carcass Removal, Demo Asbestos Containing Materials; Electronic waste (E-Waste); Freon and White Goods; Household Hazardous Waste (HHW); and Waterway (Sand, Beach, and Wet Marine Debris).** As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance. If removal and disposal is beyond the area of our expertise, we will use SET Environmental, Inc., a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

Year	Event	Client / Location	E-Waste	Freon / White Goods	HHW	Waterway – Sand / Beach / Wet Marine Debris	Abandoned Vehicles / Vessels	Dead Animal Removal	Demo / Asbestos Materials
2024	Hurricane Milton	Apopka, FL	X	X	X			X	
		Bonita Springs, FL							
		Brevard Co, FL							
		Casselberry, FL							
		Clearwater, FL							
		Dunedin, FL							
		Edgewater, FL							
		FDEM							
		Flagler Beach, FL							
		Ft. Myers, FL							
		Ft. Myers Beach, FL							
		Hillsborough, FL							

Year	Event	Client / Location	E-Waste	Freon / White Goods	HHW	Waterway – Sand / Beach / Wet Marine Debris	Abandoned Vehicles / Vessels	Dead Animal Removal	Demo / Asbestos Materials
		Kissimmee, FL							
		Lake Helen, FL							
		Lee Co, FL							
		Oak Hill, FL							
		Okeechobee Co, FL							
		Oldsmar, FL							
		Orange Co, FL							
		Ormond Beach, FL							
		Ponce Inlet, FL							
		Sanibel, FL							
		Sanford, FL							
		Sarasota Co, FL							
		Sarasota Co. Schools, FL							
		Sebastian, FL							
		South Daytona, FL							
		St. Petersburg, FL							
		Tarpon Springs, FL							
		Venice, FL							
		Volusia Co, FL							
		Winter Springs, FL							
2024	Hurricane Helene	Bonita Springs, FL	X	X	X				
		Clay Co, FL							
		Cleveland Co, FL							
		Clearwater, FL							
		Ft. Myers Beach, FL							
		Garden City, GA							
		Greenville, SC							
		Laurens Electric, SC							
		Laurens PW							

Year	Event	Client / Location	E-Waste	Freon / White Goods	HHW	Waterway – Sand / Beach / Wet Marine Debris	Abandoned Vehicles / Vessels	Dead Animal Removal	Demo / Asbestos Materials
		Lee Co, FL							
		Liberty Co, GA							
		Lyman, SC							
		Port Wentworth, GA							
		Sarasota Co, FL							
		SC DOT							
		St. Petersburg, FL							
		Tarpon Springs, FL							
		Thomas Co, GA							
		Ware Co, GA							
2024	Hurricane Beryl	Angleton, TX	X	X	X				
		Alvin, TX							
		Bayou Vista, TX							
		Baytown, TX							
		Brazoria Co, TX							
		Brazoria, TX							
		Brookside Village, TX							
		Dickinson, TX							
		Friendswood, TX							
		Hitchcock, TX							
		Iowa Colony, TX							
		Lake Jackson, TX							
		LaMarque, TX							
		League City, TX							
		Liberty Co, TX							
		Manvel, TX							
		Montgomery Co, TX							
		Webster, TX							
		West Columbia, TX							

Year	Event	Client / Location	E-Waste	Freon / White Goods	HHW	Waterway – Sand / Beach / Wet Marine Debris	Abandoned Vehicles / Vessels	Dead Animal Removal	Demo / Asbestos Materials
2024	Flooding & Severe Storms	Montgomery Co, TX	X		X				
2022	Hurricane Ian	Bonita Springs, FL	X	X	X				
		Estero, FL	X	X	X				
		FL DEM							X
		Ft. Myers Beach, FL	X	X	X	X			
		Ft. Myers, FL	X	X					
		Lee County, FL	X	X	X				
		Sanibel, FL	X	X	X	X			
2021	Hurricane Ida	St. John Baptist Parish, LA	X	X	X	X			
2021	Flooding & Severe Storms	Calcasieu Parish, LA	X	X					
		Lake Charles, LA	X	X					
2021	Winter Storm	Friendswood, TX	X						
2020	Hurricane Sally	Baldwin County, AL	X	X					
		Gulf Shores, AL	X	X					
		Orange Beach, AL	X	X		X	X		
2020	Hurricane Laura	Calcasieu Parish, LA	X	X					
		DeQuincy, LA	X	X					
		Iowa, LA	X	X					
		Lake Charles, LA	X	X	X				
		Sulfur, LA		X	X				
		Texas GLO				X			
		Vinton, LA	X	X					
		Westlake, LA	X	X					
2020	Demo Project	Friendswood, TX							X
2020	Hurricane Hanna	GLO, Texas				X			
2020	T.S. Cristobal	Dauphin Island, AL				X			
		Harrison Co., MS				X			

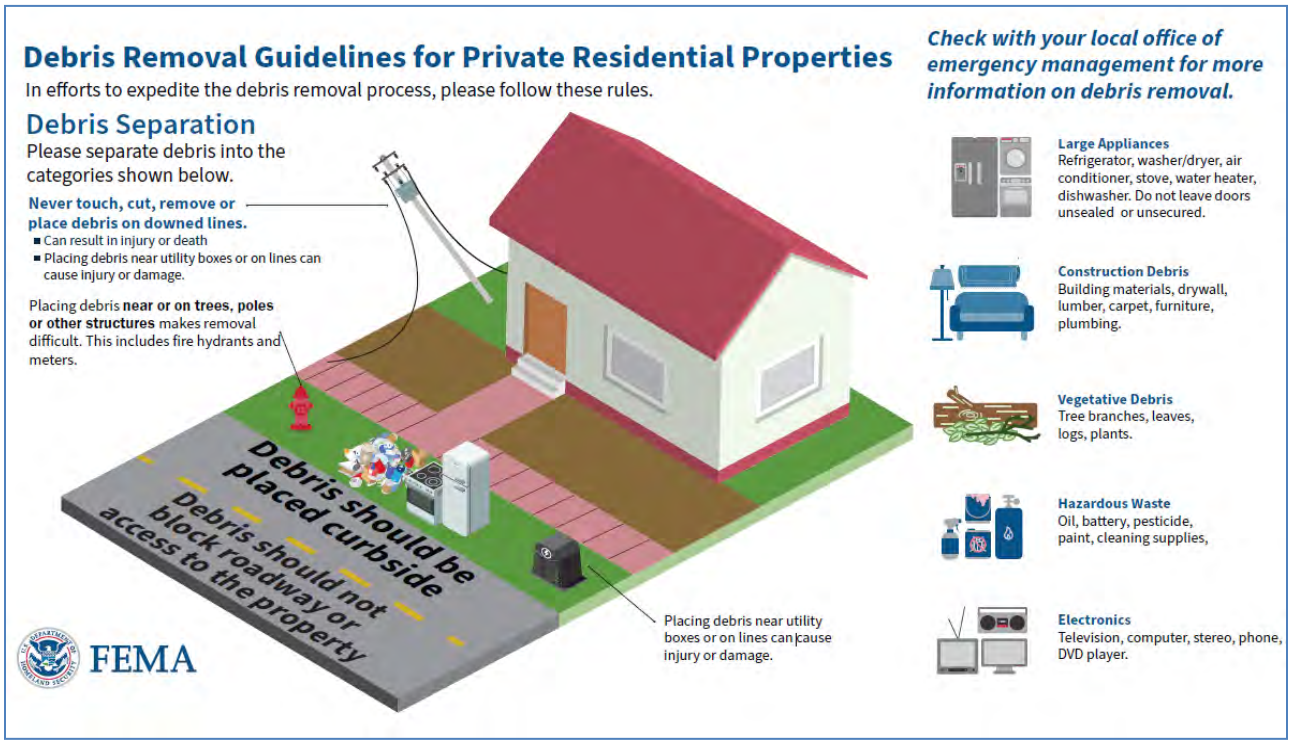
Essential Support Function: Public Relations

Effective communication is essential following a disaster. CrowderGulf will work closely with the Client to ensure residents receive accurate, timely, and actionable information to support their personal recovery efforts.

Public Information Campaign

CrowderGulf will assist in developing a tailored public information campaign that clearly outlines debris removal parameters, operational guidelines, resident responsibilities, and any other details per the client's request.

All messaging will be written in clear, accessible language and translated into additional languages as needed to serve non-English-speaking communities.



A sample flyer to assist citizens in properly segregating their debris at the curbside

Distribution Strategy

Information will be disseminated through multiple channels to maximize reach:

- Media: Local television, radio, newspapers, and community newsletters
- Digital Platforms: Town of Fort Myers Beach website and social media
- Public Forums: Town hall meetings, community kiosks, and pop-up info booths
- Direct Outreach: Door hangers, mailers, utility bill inserts, flyers, and billboards

As operations evolve, CrowderGulf can support updating and redistributing public information.

Debris Recovery Information Center

CrowderGulf can assist in establishing a **temporary debris recovery information center** to address residents' questions and concerns, provide clarification beyond the public campaign, and accept reports of fraud or misconduct.Feedback from the center will help the Management Team assess operational effectiveness and make necessary adjustments in coordination with the Client.



D. Financial Stability



Town of Fort Myers Beach, FL

RFP 26-11-ES for Disaster Debris Removal and Disposal Services

D. Financial Stability

Financial stability is a critical factor when selecting a debris management contractor. Following a major disaster, municipalities often face significant financial burdens. CrowderGulf offers the assurance of a **financially strong, disaster-experienced partner** capable of completing recovery operations—even when invoice payments are delayed.

Key Highlights:

- **Proven Stability**: CrowderGulf maintains solid financial reserves and an excellent line of credit with our financial institution.
- **Reliable Payments**: We have consistently paid subcontractors and personnel weekly, meeting all obligations without interruption—even before receiving client payments.
- **Industry Reputation**: Our long-standing commitment to timely payments attracts the most experienced and well-equipped subcontractors nationwide.
- **Client Support**: We understand the challenges municipalities face in securing disaster recovery funding. CrowderGulf remains patient and flexible as clients work through reimbursement processes.

Over the years, CrowderGulf has advanced **millions of dollars** in recovery costs prior to reimbursement, demonstrating our ability to sustain large-scale operations without financial disruption.

Company Integrity

CrowderGulf maintains the highest standards of integrity and professionalism. While operating in a complex industry can present some exposure, our record demonstrates exceptional diligence:

- CrowderGulf has **never had any criminal convictions** against the company, its owners, or officers.
- CrowderGulf has **never been terminated or debarred** from any contract.
- **CrowderGulf has no open lawsuits or litigation.**
- **Zero suits, liens, judgments, or bankruptcy proceedings** as confirmed by the most recent Dun & Bradstreet report
- Minimal historical litigation, none of significance
- CrowderGulf affirms that **no conflicts of interest exist** between the company, its ownership, officers, management, or staff and the client at this time.

CrowderGulf is an **Equal Opportunity Employer**. We are committed to fostering a diverse workforce and ensuring fair treatment based on knowledge, skill, ability, and performance. Our employment practices prohibit any form of unlawful discrimination.

CrowderGulf also participates in the **National Drug-Free Workplace Program**. Our policy strictly prohibits the distribution, possession, or use of drugs while employed or engaged in CrowderGulf operations. This policy applies to all employees, subcontractors, and consultants.

CrowderGulf adopted a formal **Code of Business Ethics** in 2000, applicable to all employees, contractors, subcontractors, and consultants. The program includes ethics logic, standards, policy, and training.

Bonding and Insurance

CrowderGulf's bonding is through Sterling Seacrest Partners:

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

AGGREGATE BONDING CAPACITY	$ 1,000,000,000
SINGLE BONDING CAPACITY	$ 250,000,000
OTHER AVAILABLE FUNDING	$ 150,000,000

Please see "Bank and Bonding Reference Letters," attached.

CrowderGulf maintains all required insurance coverage, including General Liability, Personal Injury, Workers' Compensation, Automobile and Equipment Liability, and Maritime Insurance. Maritime insurance coverage is provided by Gray Insurance Company of Metairie, Louisiana. All other insurance is held through Pathway Insurance Group:

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

Please see Insurance Certification in Tab E.

Confidential Audited Financial Statements provided – See Separate Attachment.

Sterling Seacrest Pritchard

3111 West Dr Martin Luther King Jr Boulevard, Suite 350
Tampa, FL 33607

813.498.1183 office
813.464.7807 fax

www.sspins.com

January 12, 2026

RE: CrowderGulf Joint Venture, Inc.
CrowderGulf, LLC
Status of Bondability

To Whom It May Concern:

Sterling Seacrest Pritchard is proud to represent CrowderGulf Joint Venture, Inc and CrowderGulf, LLC. We consider them to be a premier contractor in their field, and we do not hesitate to recommend them for your project needs.

Travelers Casualty and Surety Company of America has an A.M. Best rating of "A++, XV" and provides a bonding program to CrowderGulf Joint Venture, Inc. and CrowderGulf, LLC with single bond limits up to $250,000,000 and an aggregate program of $1,000,000,000. These limits are not to be construed as maximums but are established to handle the daily needs of our client.

As always, Travelers Casualty and Surety Company of America reserves the right to perform standard underwriting at the time of any bond request. This includes, but will not be limited to, the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment, or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Sterling Seacrest Pritchard

James C. Congelio

State of: Florida
County of: Hillsborough
The forgoing document was acknowledged before me
the 12th day of January, 2026.

Melissa Beckworth, Notary Public
My Commission Expires: January 13, 2027

MELISSA BECKWORTH
MY COMMISSION # HH 334024
EXPIRES: January 13, 2027

REGIONS

January 13, 2026

Crowder Gulf LLC
Crowder Gulf Joint Ventures Inc
5629 Commerce Blvd E
Mobile AL 36619

RE: Account Verification

To whom it may concern:

Please use this letter as evidence of a long-standing relationship between Crowder Gulf LLC, Crowder Gulf Joint Venture Inc and Regions Bank. All accounts have been handled as agreed. Regions is privileged to service the operating accounts of the companies since 1987, with all accounts handled in an exemplary manner.

The Company currently maintains balances in the mid nine figures with a line of credit amount of $150,000,000.00

Please do not hesitate to contact us at 251.438.8059 should you have any questions or need additional information.

Sincerely,

Scottie Green
Vice President

Sheila E Bryant , Notary

01/13/2026

SHEILA E. BRYANT
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 03-27-2027

The information in this letter is provided as an accommodation to your inquiry. This letter and any information provided in connection herewith are furnished on the condition that they are strictly confidential, that no liability or responsibility whatsoever in connection herewith shall attach to Regions Bank or any of its affiliates, respective officers, employees, and or agents, that this letter makes no representation regarding the general condition of the company, its management or its future ability to meet its obligation, and that information provided is subject to change without notice.

Restricted



CROWDER GULF

E. Price Proposal & Required Documents



Town of Fort Myers Beach, FL

RFP 26-11-ES for Disaster Debris Removal and Disposal Services

E. Price Proposal & Required Documents

Checklist

Addendum Acknowledgements

Public Entity Crimes Form

Labor & Services Affidavit

Cone of Silence Notice

Non-Collusion Affidavit

Conflict of Interest Disclosure Form

Anti-Lobbying Form

Bid Bond

RFP Form A – Qualification Statement

Licenses

RFP Form B – Reference Form

RFP Form C – Price Proposal Form

RFP Form D – Signature Form

Exhibit 1 – Federal Contract Provisions & Assurances

Compliance Form

Debarment Certification

MWBE Participation Statement

Lobbying Certification

W-9, EEO, E-Verity & Insurance Certification

PUBLIC NOTICE
--- PROPOSAL OPENING ---

THE TOWN OF FORT MYERS BEACH WILL HOLD A PUBLIC PROPOSAL OPENING FOR:

Disaster Debris Removal and Disposal Services

26-11-ES

Thursday, April 16, 2026
2:15 p.m. local time

FORT MYERS BEACH TOWN HALL
6231 ESTERO BOULEVARD
FORT MYERS BEACH, FL 33931

Ashley Ramsay-Naile

All awards made as a result of this bid shall conform to applicable State laws and local ordinances. The Town reserves the right to accept or reject any bid in its sole discretion or not make any award.

☑	1.	Proposal includes all required sections: Title Page, Table of Contents, Transmittal Letter, Technical Proposal, Cost Proposal, and has been signed.
☑	2.	Include a signed copy of each addendum, if any.
☑	3.	Public Entities Crime Form
☑	4.	Affidavit Regarding Labor and Services **MUST** be signed and attached with your submittal.
☑	5.	Non-Collusion Affidavit
☑	6.	Conflict of Interest
☑	7.	Anti- Lobbying Affidavit
☑	8.	Bid Bond
☑	9.	RFP Form A - Qualifications Statement
☑	10.	RFP Form B - Reference Form
☑	11.	RFP Form C - Price Proposal Form
☑	12.	RFP Form D - Proposer's Certification
☑	13.	Exhibit I – Federal Provisions and Assurances
☑	14.	Proof of status from Division of Corporations - Florida Department of State (If work performed in the State) - http://dos.myflorida.com/sunbiz/ should be attached with your submittal.
☑	15.	Vendor **MUST** be enrolled in the E-Verify - https://www.e-verify.gov/ at the time of submission of the proposal/bid
☑	16.	Vendor W-9 Form.
☑	17.	Vendor acknowledges Insurance Requirements and is prepared to produce the required insurance certificate(s) within five (5) days of the Town's issuance of a Notice of Recommend Award

*All proposal documents, certifications, and forms requiring a signature must be executed by an authorized representative of the firm. An authorized representative is defined as an individual listed as an officer or registered agent of the firm in the Florida Division of Corporations (Sunbiz) database, or an individual holding a current written Letter of Authorization executed by such an officer or registered agent delegating signatory authority on behalf of the firm.

Ashley Ramsay-Haile

CrowderGulf Joint Venture, Inc.

Company Name

Ashley Ramsay-Naile

Signature

Ashley Ramsay-Naile, President

Print Name & Title

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

ADDENDUM TO REQUEST FOR PROPOSAL

SOLICITATION NO.: 26-11-ES **Addendum No.: 4**

PROJECT NAME: Disaster Debris Removal and Disposal Services

DATE OF ISSUE: 4/13/26

Questions Received via Email

1. **Regarding the page count of the proposal, the rfp states: "*Resumes are not included within page restrictions but should be limited to one (1) page per person.*" Is there an overall page restriction?**

   Additionally: Throughout the evaluation criteria, there are multiple references to "page restrictions." However, the RFP appears to include only one specific statement defining page limitations, and that guidance seems to apply to a single section rather than the proposal as a whole. Could you please confirm whether page limits apply to all sections of the proposal, or only to the section explicitly identified? Additionally, if there are broader page restrictions intended, could you provide further detail on how they should be applied?
   - This was addressed in Addendum No. 2, Question 2. Page limits apply only to the Executive Summary (3 pages) and Resumes (1 page per person). There are no additional page limits for other sections of the submittal.

2. **Are tipping fees a pass-through expense?**
   - Yes. Tipping/disposal fees at final disposal sites are passed through to the Town at cost without mark-up or escalation (Section 9.8.9). The same pass-through-without-markup rule applies to disposal at non-designated locations (Section 9.6) and is restated in Category A, Note 1 and Category B, Note 1 of the Schedule of Values.

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239-765-0202

CrowderGulf Joint Venture, Inc.

Company Name

Ashley Ramsay-Naile

Signature

Ashley Ramsay-Naile, President

Print Name & Title

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

ADDENDUM TO REQUEST FOR PROPOSAL

SOLICITATION NO.: 26-11-ES **Addendum No.: 3**

PROJECT NAME: Disaster Debris Removal and Disposal Services

DATE OF ISSUE: 4/9/26

Questions Received via Email

1. **When was the last time the Town had a contract activation for Debris Removal? How many CYs were removed?**
   - This question was partially addressed in Addendum No. 1, Question 9. For the Proposer's convenience, the Town restates its response below:
     The Town's most recent debris removal mission followed Hurricanes Helene (September 2024) and Milton (October 2024), generating an estimated 100,000+ cubic yards of debris. For reference, Hurricane Ian (2022) generated approximately 168,000 cubic yards within the Town's jurisdiction.

2. **Has the Town determined which landfill(s) can be used? If so, please provide locations.**
   - Per Section 9.8.9 of the RFP, unless otherwise directed, the Contractor(s) shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris. The Town will determine the primary location of reduction and disposal sites in consultation with the Contractor(s). As stated in Section 12.1.1, Note 1, pricing shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, Florida. Specific landfill designations beyond these references will be determined at the time of activation in consultation with the awarded Contractor(s) and Lee County.

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3. **Has the Town determined where possible DMS will be? If so, please provide locations.**
    - Per Section 9.8.5, the Town will have an interlocal agreement with Lee County that may allow for the use of County-approved Debris Management Sites. Lee County will designate the DMS to be activated at the beginning of each hurricane season. The selection of DMS sites is identified in the RFP as the first task to be completed by the Debris Management Team following activation. Specific DMS locations have not been predetermined for purposes of this solicitation.

4. **Will the public bid opening April 16 be available to virtual attendees? And if so, can you please provide call in #, zoom/Webex link or similar for the responding bidders to be present?**
    - Yes, the public opening on April 16, 2026, at 2:15 PM EDT will be accessible to virtual attendees at: https://www.youtube.com/@townoffortmyersbeachfl33931/streams

5. **Does the Town have a monitoring firm contracted? If so, which monitoring Firm?**
    - Yes, the Town currently has contract in place with Tetra Tech, INC. for monitoring.

6. **Can the Town provide the address for their Emergency Operations Center?**
    - On Island: Town Hall, 6231 Estero Blvd, Fort Myers Beach, FL 33931
    - Off Island: Lee County Emergency Management, 2675 Ortiz Ave, Fort Myers, FL 33905

7. **Please confirm that pricing for Hazardous Trees and Hanging Limbs is for Cutting/Removal and Placing on ROW to be hauled off under A1.**
    - Yes, pricing for Hazardous Trees (as described in Section 10.15) and Hanging Limbs (as described in Section 10.16) within the Schedule of Values covers the cutting, removal, and placement of material at the right-of-way. Once placed at the ROW, the resulting debris becomes eligible for collection and hauling under the applicable Category A line items (e.g., A1 through A7) based on debris type. Proposers should price hazardous tree and hanging limb line items to reflect the specialized labor, equipment, documentation, and placement activities required, separate from the hauling and disposal pricing.

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Crowder Gulf Joint Venture, Inc.

Company Name

Ashley Ramsay-Naile

Signature

Ashley Ramsay-Naile, President

Print Name & Title

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bids@fmbgov.com
239-765-0202

ADDENDUM TO REQUEST FOR PROPOSAL

SOLICITATION NO.: 26-11-ES **Addendum No.: 2**

PROJECT NAME: Disaster Debris Removal and Disposal Services

DATE OF ISSUE: 4/7/26

Questions Received via Email

1. **Can you please confirm whether the requirement in Part IV, Section A. can be satisfied using state-level project experience or if it must be limited to specifically city of county government projects meeting the population threshold outlined?**
   - Yes, state-level project experience will satisfy the requirements outlined in Part IV, Section 1.4.1(A), provided it demonstrates an understanding of the required documentation for federally funded reimbursement projects.

2. **Can you please clarify if there are any page limits for sections beyond the Executive Summary (3 pages) and resumes (1 page per person)?**
   - Page limits apply only to the Executive Summary and Resumes. There are no additional page limits for other sections of the submittal.

3. **When we submit the PDF of our Combined Technical and Price Proposal, does the Town also want us to upload the Exhibit B – Compensation and Pricing Excel Spreadsheet to DemandStar? Please clarify.**
   - Yes, please upload as an Excel Sheet. If unable to upload as an Excel Sheet a PDF version will suffice.

4. **Can Subcontracts serve as a Sub on multiple teams?**
   - No, a Subcontractor may only participate on one team's proposal under this solicitation. Serving as a Subcontractor on multiple competing proposals is prohibited. This restriction is necessary to preserve the integrity of the competitive process and to ensure compliance with the Non-Collusion Affidavit (FMB:021) and Conflict of Interest Disclosure Form

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(FMB:102). A Subcontractor's involvement across multiple competing teams creates an inherent conflict of interest and an unacceptable risk of shared pricing or strategic information between teams that the Town will not accept.

5. **Can a Contractor who is pursuing this contract as a Prime, also serve as a Subcontractor on other teams?**
   - No, a firm submitting a proposal as a Prime Contractor under this solicitation may not simultaneously participate as a Subcontractor on any other team's proposal. Dual participation in any capacity across competing proposals is prohibited. This restriction is necessary to preserve the integrity of the competitive process and to ensure compliance with the Non-Collusion Affidavit (FMB:021) and Conflict of Interest Disclosure Form (FMB:102). A firm's involvement on multiple competing teams creates an inherent conflict of interest and an unacceptable risk of collusion that the Town will not accept.

6. **Since this Solicitation requires a Bid Bond to be submitted WITH the proposal response, but the submission is electronic, are we to mail the Bid Bond? How do we handle?**
   - Proposers shall submit a scanned copy (PDF) of the executed Bid Bond as part of their electronic proposal submission via DemandStar. The original Bid Bond will be required from the recommended awardee(s) prior to contract execution.

7. **Please clarify the bid bond requirement. A bid bond form is included as an attachment, but it does not specify the required amount. Additionally, the RFP indicates that a letter is required.**
   - This question was addressed in Addendum No. 1, Questions 20 and 21. For the Proposer's convenience, the Town restates its response below:
     Proposers shall submit a bid bond using Attachment FMB:001 – Bid Bond Form included in the solicitation package. In addition, Proposers shall provide a bid bond letter issued by their surety on their letterhead containing the same material information: principal name, surety name, solicitation number, and bond amount. This is separate from the letter of bond-ability required under Part IV, Section 1.4.1(D) (Financial Stability). Consistent with the electronic submission requirements, a scanned copy (PDF) of the executed Bid Bond shall be included with the proposal submission via DemandStar. The original Bid Bond will be required from the recommended awardee(s) prior to contract execution.

8. **Could you please confirm whether a bid bond is required, and if so, the amount?**
   - This question was addressed in Addendum No. 1, Questions 20 and 21. For the Proposer's convenience, the Town restates its response below:
     The bid bond shall be in the amount of five percent (5%) of the Proposer's total evaluated price as submitted in Category A – Core Services of the Price Proposal Form. The bid bond shall guarantee that the Proposer, if selected, will enter into a contract with the Town under

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the terms proposed. The bid bond will be returned to unsuccessful Proposers following contract execution with the selected firm(s).

CrowderGulf Joint Venture, Inc.

Company Name

Ashley Ramsay-Naile

Signature

Ashley Ramsay-Naile, President

Print Name & Title

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ADDENDUM TO REQUEST FOR PROPOSAL

SOLICITATION NO.: 26-11-ES **Addendum No.: 1**

PROJECT NAME: Disaster Debris Removal and Disposal Services

Date of Issue: 3/23/26

Questions Received via Email

1. **Has the current contract gone full term?**
   The Town declines to respond as this is outside the scope of the RFP.
2. **Have all options to extend the current contract been exercised?**
   The Town declines to respond as this is outside the scope of the RFP.
3. **Who is the incumbent, and how long has the incumbent been providing the requested services?**
   The Town declines to respond as this is outside the scope of the RFP.
4. **To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?**
   Location of the proposer's headquarters is not a listed evaluation criterion. Proposals will be evaluated based on the criteria set forth in Part IV, Section 3.3: Experience and References (25 pts), Company Resources (15 pts), Company Capabilities (25 pts), Financial Stability (20 pts), and Price Proposal (15 pts).
5. **What is the required onsite response time?**
   Per Section 4.3, the Contractor shall have a maximum of 24 hours from a Notice to Proceed to mobilize and begin their response. Per Section 8.2, the Contractor shall have sufficient equipment and forces in Fort Myers Beach within 2 days of notification to proceed to begin removal operations at an initial rate of 3,000 CY per day.
6. **What is the total mileage of roads within the scope of the service area?**
   Approximately 30 miles
7. **Are there any superseding prior agreements that may impact this contract?**
   The Town declines to respond as this is outside the scope of the RFP.

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8. **When/what was the most recent event that precipitated the activation of the existing or previous contract?**

   The Town declines to respond as this is outside the scope of the RFP.

9. **Approximately how many cubic yards of debris were collected from the most recent event?**

   The Town's most recent debris removal mission following Hurricanes Helene (September 2024) and Milton (October 2024) generated an estimated 100,000+ cubic yards of debris. For reference, Hurricane Ian (2022) generated approximately 168,000 cubic yards within the Town's jurisdiction.

10. **What estimated or actual dollars were paid to the incumbent(s) after the most recent event?**

    The Town declines to respond as this is outside the scope of the RFP.

11. **How many times have the incumbent's services been utilized in the previous five years?**

    The Town declines to respond as this is outside the scope of the RFP.

12. **What estimated or actual dollars were paid to the incumbent(s) in the previous five years?**

    The Town declines to respond as this is outside the scope of the RFP.

13. **If there was a previous solicitation for these services, what was its title, number, release date, and due date?**

    The Town declines to respond as this is outside the scope of the RFP.

14. **Why has this solicitation been released at this time?**

    The Town is implementing best practice as advised by the F-ROC program.

15. **When is the anticipated contract start date?**

    The contract will commence upon execution by both parties. Per Part II, Contract Term, the initial contract term shall be three (3) years from the date of execution, with the option to renew for two (2) additional one (1) year periods.

16. **When is the anticipated award date?**

    The Town does not have a confirmed award date at this time. Proposers are advised to monitor DemandStar for updates.

17. **Can you please provide greater details regarding your bid bond and/or performance bond requirements?**

    A Bid Bond is required with the proposal submission per Part V, Proposal Submittal Checklist, Item 8. Proposers must also provide a letter of bond-ability from their surety specifying and confirming the firm's bonding capability per Part IV, Section 1.4.1(D). Additional bonding or performance bond requirements, if any, will be established within the contract.

18. **Are bidders permitted to deviate from the prescribed method of quoting fees?**

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239-765-0202

Per Part II(A), Deviation from Specification, any deviation from specifications must be clearly stated, explained in detail, and accepted by the Town in writing. Proposers shall complete the Exhibit B – Compensation and Pricing in its entirety, providing all rates as requested within Categories A, B, C, and D. Per Part IV, Section 2.7, proposers may note exceptions and present alternative methods but are encouraged to first respond to the objectives detailed herein.

19. **Please describe your level of satisfaction with your current or recent vendor(s).**

    The Town declines to respond as this is outside the scope of the RFP.

20. **I am seeking clarification regarding the bid bond requirements outlined in the RFP. It states that only a bid bond letter is required; however, Attachment FMB:001 – Bid Bond Form is also included.**

    Proposers shall submit a bid bond using Attachment FMB:001 – Bid Bond Form included in the solicitation package. A bid bond letter issued by the Proposer's surety on their letterhead will also be accepted in lieu of the form, provided it contains the same material information: principal name, surety name, solicitation number, and bond amount. This is separate from the letter of bond-ability required under Part IV, Section 1.4.1.D (Financial Stability).

21. **Could you please confirm the required amount for the bid bond? Should it be 5% of the total bid, or is there a specific dollar amount that must be submitted?**

    The bid bond shall be in the amount of five percent (5%) of the Proposer's total evaluated price as submitted in Category A – Core Services of the Price Proposal Form. The bid bond shall guarantee that the Proposer, if selected, will enter into a contract with the Town under the terms proposed. The bid bond will be returned to unsuccessful Proposers following contract execution with the selected firm(s).

22. **Is there an anticipation of an extension for Proposal Submissions?**

    Not at this time, submissions are due April 16, 2026, at 2pm EDT

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

CrowderGulf Joint Venture, Inc.

Company Name

Ashley Ramsay-Naile

Signature

Ashley Ramsay-Naile, President

Print Name & Title

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

FMB:019 – PUBLIC ENTITIES CRIME FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

This sworn statement is submitted to Town of Fort Myers Beach, FL
(Print name of public entity)

By Ashley Ramsay-Naile, President
(Print individual's name and title)

For CrowderGulf Joint Venture, Inc.
Print name of entity submitting sworn statement)

Business address: 5629 Commerce Blvd. E
Mobile, AL 36619

and (if applicable) its Federal Employer Identification Number (FEIN) is 01-0626019 (If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or

  An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person

- A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

FMB:019 – PUBLIC ENTITIES CRIME FORM

I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH 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.

Ashley Ramsay-Naile
(Signature)

STATE OF Alabama

COUNTY OF Mobile

SWORN TO AND SUBSCRIBED BEFORE ME, on this 8th day of April, 20 26, by means of (✓) physical presence or ( ) online notarization, personally appeared Ashley Ramsay-Naile as President of CrowderGulf Joint Venture, Inc., (✓) who is personally known to me or ( ) who has produced _____ as identification.

Kerrie A. Noll
Notary Public Signature Kerrie A. Noll

My commission expires: 08/15/2026

KERRIE A. NOLL
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
AUGUST 15, 2026

AFFIDAVIT REGARDING LABOR AND SERVICES

AND CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

Effective July 1, 2024, pursuant to § 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Effective January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the government with an affidavit signed by an officer or representative under penalty of perjury attesting that the entity does not meet any of the following criteria: (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

Effective July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c), § 287.138, Florida Statutes.

Nongovernmental Entity's Name:	CrowderGulf Joint Venture, Inc.
Address:	5629 Commerce Blvd. E Mobile, AL 36619
Phone Number:	800-992-6207
Authorized Representative's Name:	Ashley Ramsay-Naile
Authorized Representative's Title:	President
Email Address:	jramsay@crowdergulf.com

I, Ashley Ramsay-Naile (Name of Authorized Representative), as authorized representative attest under penalty of perjury that CrowderGulf Joint Venture, Inc. (Name of Nongovernmental Entity) does not: (1) use coercion for labor or services as defined in § 787.06, Florida Statutes, and (2) the nongovernmental entity is not (a) owned by a government of a foreign country of concern, (b) that a foreign country of concern does not have a controlling interest in the entity, and (c) that the entity is not organized under the laws of or has its principal place of business in a foreign country of concern, all as prohibited under § 287.138, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Ashley Ramsay-Naile 04/08/2026

(Signature of authorized representative) Date

STATE OF Alabama

COUNTY OF Mobile

Sworn to (or affirmed) and subscribed before me, by means of ☑ physical presence or ☐ online notarization this 8th day of April, 20 26, by Ashley Ramsay-Naile (Name of Affiant), who produced his Florida Driver's License as identification. Alabama license

Kerrie A Noll

Notary Public

Commission Expires 08/15/2026

KERRIE A. NOLL
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
AUGUST 15, 2026

Personally Known ☑ OR Produced Identification ☐

Type of Identification Produced: _____

NOTICE OF CONE OF SILENCE

RFP Issue Date:	March 16, 2026
Issue:	Cone of Silence for Solicitation
Project:	26-11-ES; Disaster Debris Removal and Disposal Services

In accordance with the Town of Fort Myers Beach Ordinance 24-11, Section 2-489 and the above-mentioned solicitation, a "Cone of Silence" is hereby imposed on the project identified as 26-11-ES; Disaster Debris Removal and Disposal Services

The Cone of Silence shall terminate at the time the Town Council makes award of this solicitation.

If you have any questions regarding the "Cone of Silence" or the procurement policy, you can view the Town Ordinance on the About FMB tab of the Town's website.

Any questions that may arise from vendors or citizens regarding this solicitation must be directed to the Town, bids@fmbgov.com.

Ashley Ramsay-Hale

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

FMB:021 – NON-COLLUSION AFFIDAVIT

State of Alabama

County of Mobile

Ashley Ramsay-Naile being first duly sworn, deposes and says that:

1) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of CrowderGulf Joint Venture, Inc., the PROPOSER that has submitted the attached Proposal;
2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3) Such Proposal is genuine and is not a collusive or sham Proposal;
4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Responder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Responding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Responder, firm, or person to fix the price or prices in the attached Proposal or of any other Responder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: Ashley Ramsay-Naile

Ashley Ramsay-Naile
(Printed Name)

ACKNOWLEDGEMENT

STATE OF Alabama

COUNTY OF Mobile

SWORN TO AND SUBSCRIBED BEFORE ME, on this 8th day of April, 2026, by means of (✓) physical presence or ( ) online notarization, personally appeared Ashley Ramsay-Naile as President of CrowderGulf Joint Venture, Inc., (✓) who is personally known to me or ( ) who has produced _____ as identification.

Kerrie A Noll
Notary Public Signature Kerrie A. Noll

My commission expires: 08/15/2026

KERRIE A. NOLL
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
AUGUST 15, 2026

Rev 3/10/2026

FMB:102 Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when a Proposer's commitments and obligations to the Town of Fort Myers Beach are likely to be compromised by the Proposer's other material interests or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict-of-Interest Form should indicate whether the Proposer, or any officer, director, agent, or employee of the Proposer, has an economic interest in, or acts as an officer or director of, any outside entity whose financial interests would reasonably appear to be affected by the award of this solicitation. The Proposer should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest with the Town of Fort Myers Beach. Offerors must disclose the name of any officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

Date: 04/08/2026

Name: Ashley Ramsay-Naile

Firm/Company: CrowderGulf Joint Venture, Inc.

Title: President

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

X I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify any relationship with a Town officer or employee, any financial interest in the outcome of this solicitation beyond the contract itself, and any other circumstance that could constitute a conflict of interest):

1._____

2._____

3._____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: Ashley Ramsay-Vaile

Date: 04/08/2026

Amendment to the Bid Documents

FMB102 Conflict of Interest is hereby amended and replaced in its entirety.
The revised form will also be uploaded separately to DemandStar.

FMB:102 Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when a Proposer's commitments and obligations to the Town of Fort Myers Beach are likely to be compromised by the Proposer's other material interests or relationships (especially economic), particularly if those interests or commitments are not disclosed.
This Conflict-of-Interest Form should indicate whether the Proposer, or any officer, director, agent, or employee of the Proposer, has an economic interest in, or acts as an officer or director of, any outside entity whose financial interests would reasonably appear to be affected by the award of this solicitation. The Proposer should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest with the Town of Fort Myers Beach. Offerors must disclose the name of any officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

Date: 04/08/2026
Name: Ashley Ramsay-Naile
Firm/Company: CrowderGulf Joint Venture, Inc.
Title: President

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

X I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify any relationship with a Town officer or employee, any financial interest in the outcome of this solicitation beyond the contract itself, and any other circumstance that could constitute a conflict of interest):

1. _____
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.
Signature: Ashley Ramsay-Naile
Date: 04/08/2026

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

FMB:102 Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)'other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict-of-Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the addition of the nominated condition to the newborn screening panel. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with conflict of interest should refrain from nominating a condition for screening.

Date: 04/08/2026

Name: Ashley Ramsay-Naile

Position: President

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest.

X I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

1. N/A
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Date: 04/08/2026

Rev 3/10/2026

FMB:101 ANTI-LOBBYING FORM

To be submitted with each proposal or offer exceeding $100,000.00.
The undersigned, Ashley Ramsay-Naile, President of CrowderGulf Joint Venture, Inc.
(the "company") hereby certifies, to the best of his or her knowledge, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Ashley Ramsay-Naile

Signature of Company Authorized Official

Ashley Ramsay-Naile, President

Name and Title of Company Authorized Official

Date: 04/08/2026

Rev 3/10/2026

FMB:001 - BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

CrowderGulf Joint Venture, Inc. as Principal, and
(BIDDER'S Name)

Travelers Casualty and Surety Company of America a corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto TOWN OF FORT MYERS BEACH TOWN COUNCIL, LEE COUNTY, FLORIDA, a Florida municipal corporation,
in the SUM OF $ **5% Five Percent of Amount Bid**
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this **16th** day of **April**, 2026

WHEREAS, said Principal is herewith submitting a Bid Proposal for Disaster Debris Removal and Disposal Services for the Town of Fort Myers Beach.

Solicitation No.: 26-11-ES

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Performance and Payment Bond from a Surety acceptable to the TOWN and provide other Insurance as may be required to the TOWN within such time period as the TOWN may allow, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said TOWN in money the difference between the amount of the Bid of said Principal and the amount for which said TOWN may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said TOWN if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. The liability of the Surety shall not exceed the penal sum of the bid bond.

Melinda Edwards
Witness to Principal Signature

Melissa Beckworth
Witness to Surety Signature
Melissa Beckworth, Account Executive

By: As Attorney-In-Fact, Surety
James C. Congelio

Ashley Ramsey
CrowderGulf Joint Venture, Inc. (SEAL)
Principal

CROWDERGULF JOINT VENTURE, INC. CORPORATE SEAL 2002 FLORIDA

Travelers Casualty and Surety Company of America (SEAL)
Surety's Name

Affix Corporate Seals and attach proper Power of Attorney for Surety.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JAMES C CONGELIO** of **TAMPA**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **April**, **2026**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FMB:200 RFP FORM A

Proposer: CrowderGulf Joint Venture, Inc.

QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

a. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If there is a partnership, state the names of all partners. If there is a trade name, state the names of the individuals who do business under the trade name.)

   i. The correct and full legal name of the Proposer is: CrowderGulf Joint Venture, Inc.

   ii. The business is a (Sole Proprietorship) (Partnership) (Corporation). Florida Corporation

   iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
   Ashley Ramsay-Naile, President / Reid Loper, Senior Vice President
   Our business ownership breakdown has also been provided.

b. Please describe your company in detail.
   CrowderGulf is a disaster debris management company with over 50 years experience.

c. The address of the principal place of business is:
   5629 Commerce Blvd. E Mobile, AL 36619

d. Company telephone number and e-mail addresses:
   800-992-6207 / jramsay@crowdergulf.com

e. Number of employees:
   48 Full Time Debris Employees

f. Name of employees to be assigned to this Project:
   48 Full Time Debris Employees

g. Company identification numbers for the Internal Revenue Service:
   01-0626019

h. Provide Lee County business tax receipt number, if applicable, and expiration date:

N/A - CrowderGulf will procure any license or permits that the Town requests.

i. How many years has your organization been in business? Does your organization have a specialty?

50+ Years / Our specialty is disaster debris removal management and hauling services.

j. List the last three projects of this nature that the firm has completed? Please provide project description, reference, and contact information and cost of work completed.

Due to limited space, please see attached references.

k. Have you ever failed to complete any work awarded to you? If so, where, and why?

CrowderGulf has never failed to complete any work awarded to us.

l. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division, or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Winter Storm Fern	Nashville, TN	$38,000,000	04/30/2026	95%
Milton / Helene	Cleveland County, NC	$30,000,000	06/01/2026	85%

(Continue list as necessary)

m. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
Hauling Away, LLC	10150 Ben Hamilton Rd Theodore, AL 36582	Debris Hauling, DMS Mgt
Last Pass, Inc.	100 ST17890 SW Miami, FL 33196	Debris Hauling, Leaners & Hangers
Gulf Services	5540 Business Parkway Theodore, AL 36582	Debris Hauling, DMS Mgt
4M Services	19500 Armeda Rd Alva FL 33290	Debris Hauling, Leaners & Hangers

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DUNNE, SETH ADAM

CROWDER-GULF JOINT VENTURE, INC.
PO BOX 554
FAIRHOPE AL 36533

LICENSE NUMBER: CGC1532476

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

Do not alter this document in any form.

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

State of Florida
Department of State

I certify from the records of this office that CROWDER-GULF JOINT VENTURE, INC. is a corporation organized under the laws of the State of Florida, filed on September 3, 2002.

The document number of this corporation is P02000095020.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on February 9, 2026, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of February, 2026

Secretary of State

Tracking Number: 2498207874CC

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

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

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 24,2025

CROWDER-GULF JOINT VENTURE, INC.
5629 COMMERCE BLVD. E.
MOBILE, ALABAMA 36619

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

August 14, 2024, 2024

Kerrie A. Noll
Crowder-Gulf Joint Venture, Inc.
5629 Commerce Blvd. East
Mobile, AL 36619

Dear Kerrie,

Effective August 14, 2024, Crowder-Gulf Joint Venture, Inc., is prequalified to bid on the Florida Department of Environmental Protection, Bureau of Design and Construction's projects that require state licenses. This prequalification expires on August 31, 2026.

If you have any questions regarding this prequalification please feel free to contact Laurinda Micheels by phone at (850) 245-2781 or via email at Laurinda.Micheels@FloridaDEP.gov.

Sincerely,

Ralph Perkins, FCCM
Program Administrator
Bureau of Design and Construction

SAM.GOV

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< Core Data

Actions

- Entity Registration
- Core Data
  - Business Information
  - Entity Types
  - Financial Information
  - Taxpayer Information
  - Points of Contact
- Assertions
- Reps and Certs (FAR/DFARS)
- Reps and Certs (Financial Assistance)
- Exclusions
- Responsibility / Qualification
- Entity Reporting

CROWDERGULF, LLC

Active Registration

Entity Information

Unique Entity ID
TTNUYNSBDQU4

CAGE/NCAGE
45ZE0

Expiration Date
Nov 4, 2026

Physical Address
5629 Commerce BLVD E
Mobile, Alabama
36619, United States

Mailing Address
5629 Commerce BLVD E
Mobile, Alabama
36619, United States

Purpose of Registration
All Awards

Version
Current Record

BUSINESS INFORMATION

FMB:201 RFP Form B

Proposer: CrowderGulf Joint Venture, Inc.

REFERENCE FORM

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact: Kylar Johnson
   Title of Contact: Public Utilities Manager Email: kjohnson2@leegov.com
   Telephone Number: 239-533-8000 Fax 239-338-3337
   Number: Project: 2022 Hurricane Ian FEM DR-4673-FL

2. Name of Contact: Scott Krawczuk
   Title of Contact: Public Works Deputy Dir. Email: scott.krawczuk@mysanibel.com
   Telephone Number: 239-472-6397 Fax 239-472-6041
   Number: Project: 2022 Hurrican Ian - FEMA DR-4673-FL

3. Name of Contact: Bob Turner
   Title of Contact: Asst. Director Sanitation Email: robert.turner1@stpete.org
   Telephone Number: 727-239-9380 Fax 727-893-7125
   Number: Project: 2024 Hurricanes Helene & Milton / FEMA DR-4828-FL and DR-4834-FL

4. Name of Contact: Bill Pickrum
   Title of Contact: Director of Solid Waste Email: wpickrum@dunedin.fl.net
   Telephone Number: 727-298-3215 Fax 727-298-3225
   Number: Project: 2024 Hurricane Milton / FEMA DR-4828-FL / DR-4834-FL / NRCS

Please see proposal for additional information on the above references and projects.

References – RFP Form B

1. Client: Lee County, FL — POP: 739,224
   Address: 10500 Buckingham Rd, Fort Myers, FL 33905
   Contact: Kylar Johnson, Ops. Manager, Solid Waste, c: 239-672-0196, kjohnson2@leegov.com
   Amanda Condomina, Ops. Manager, Solid Waste, o: 239-533-8000, c: 239-834-3505, acondomina@leegov.com
   Rebecca Rodriguez, Interim Director, Solid Waste, c: 239-822-9471, rrodriguez2@leegov.com
   Project Title:
   2024 Hurricane Milton (10/14/2024-03/15/2025)
   - Removed & Disposed: ROW & Parks, Commercial-Vegetation, C&D, White Goods (1,459), E-Waste (35)
   - Reduced by grinding & compaction
   - 8 sites Monitored by Thompson

   2024 Hurricane Helene (09/30/2024-10/12/2024)
   - Removed & Disposed: C&D
   - Reduced by compaction
   - 2 sites, Monitored by Thompson

   2022 Tornado
   - Removed & Disposed: vegetation

   2022 Hurricane Ian (10/05/2022-09/15/2023)
   - PUSH
   - Removed & Disposed of vegetation, C&D, Hangers, Leaners, E-Waste, HHW, White Goods, Freon
   - Reduction by Compaction and Grinding
   - Monitored by Thompson

   2017 Hurricane Irma (9/19/2017 – 01/14/2018)
   - Removed & Disposed: vegetation, C&D, Mulch, leaner/hangers (68,195 trees)
   - Reduce by grinding (13 sites)

   2005 Hurricane Wilma (10/2005-12/2005)
   - Removed & Disposed: vegetation, C&D, stumps (114)
   - Reduced by grinding
   - Special Projects: D*ebris Removal, Division of Natural Resources,(0*5/06-06/06) removed waterway debris

   2004 Hurricane Jeanne (8/2004-12/2004)
   2004 Hurricane Charley
   - Removed & Disposed: vegetation, C&D, stumps
   - Reduced by grinding & burning

Contract Value:		CY Recovered & Reduced:
Milton	$23,631,148	542,177
Helene	$150,585	9,600
2022 Tornado	$86,985	9,665
Ian	$134,141,231	6,265,404
Irma	$26,000,276	2,024,742
Wilma	$7,995,412	451,948
Jeanne/Charley	$14,000,000	902,555

2. Client: City of Sanibel, FL — POP: 7,363 / Lee County
   Address: 800 Dunlop Rd, Sanibel, FL 33957
   Contact: Scott Krawczuk, Deputy Public Works Director, 239-472-6397, scott.krawczuk@mysanibel.com
   Keith Williams II, Public Works Director, 239-472-6397 ofc, 239-691-8787 cell, keith.williams@mysanibel.com
   Project Title:
   2024 Hurricane Milton (10/16/2024-01/27/2025)
   - Removed & Disposed: vegetation, C&D, White Goods (38), E-Waste (14)
   - Reduced by Grinding
   - Monitored by Thompson

   2022 Hurricane Ian (10/01/2022-07/15/2023)
   - PUSH

- Removed & disposed marine debris, vegetation, C&D, Hangers, Leaners, E-Waste, HHW, White Goods, Freon
- Reduction by grinding and compaction
- Monitored by Thompson

Project Title: *2017 Hurricane Irma (9/18/2017-12/17/2017)*

- Removed & disposed of vegetation, mulch and leaners/hangers (787 trees), reduction by grinding (1 site)

2007 Beach Cleanup – Red Drift Algae (2/2007)

- Special Projects: hand raked & removed red drift algae from beach

2006 Beach Cleanup – Red Drift Algae (11/2006)

- Special Projects: hand raked & removed red drift algae from beach

2005 Hurricane Wilma (10/2005-12/2005)

- Emergency PUSH, removed & disposed: (ROW & ROE) vegetation, C&D
- Special Projects: Beach cleaning

2004 Hurricanes Charley, Jeanne & Frances (8/2004-1/2005)

- Emergency Push; removed & disposed: vegetation, C&D, stumps (1,183), leaners/hangers (T&M), canal debris
- Reduced by grinding & burning
- At Cost Services: Police Services

Contract Value:		CY Recovered & Reduced:
Milton	$2,023,332	66,427
Ian	$56,229,356	1,923,997
Irma	$2,217,420	189,707
2007 Beach	$65,716	Hourly
2006 Beach	$7,809	Lump Sum
Wilma	$538,981	46,877
2004	$6,103,458	362,587

3. Client: St. Petersburg, FL POP: 263,255 / Pinellas County

Address: 400 Dr MLK Street, St. Petersburg, FL and 1400 19th Street, St. Petersburg, FL 33713

Contact: Barbara Stalbird, 727-612-6399 Barbara.Stalbird@stpete.org

Robert "Bob" Turner Asst. Director of Sanitation, 727-893-7937 robert.turner1@stpete.org

Michael Vineyard, Park Operational Manager 1400 19 St. North St. Petersburg, FL 33713 727-892-5233 michael.vineyard@stpete.org

Michael Jeffries, Director of Parks and Rec, 727-892-5863, michael.jeffries@stpete.org

Project Title: *2024 Hurricane Milton (10/11/2024 – 02/05/2025)*

- Removed & disposed of vegetation, ROW, C&D, Hangers (23,737 trees), Leaners (158), White Goods (4,699), E-Waste (48,292)
- Monitored by Tetra Tech

2024 Hurricane Helene (10/03/2024-10/13/2024)

- Removed & disposed of vegetation, C&D, Leaners/Hangers (1,097 trees) (86 leaners)
- Monitored by Thompson

2023 Hurricane Idalia (09/07/2023-09/26/2023)

- Removed & disposed of vegetation
- ROW C&D Direct
- Monitored by Tetra Tech

2022 Hurricane Ian (10/11/2022-11/26/2022)

- Removed & disposed of vegetation
- Reduction by Grinding
- Monitored by Tetra Tech

2017 Hurricane Irma (9/16/2017-12/09/2017)

- Removed & disposed of vegetation and mulch, reduction by grinding (1 site)

Contract Value:		CY Recovered & Reduced:
Milton	$89,344,939	2,738,801
Helene	$ 251,314	3,600
Idalia	$175,670	12,653

Ian	$1,705,963	75,090
Irma	$1,950,185	163,792

4. Client: Dunedin, FL — POP: 35,949 / Pinellas County
   Address: 1070 Virginia St. Dunedin, FL 34698
   Contact: Bill Pickrum, Director of Solid Waste, Ofc. 727-298-3215, wpickrum@dunedin.fl
   Sue Bartlett, Director of PW, 727-298-3100, Suzanne.Bartlett@dunedin.gov
   Project Title: 2024 Hurricane Milton – Waterway (11/11/2025-Ongoing)
   - Removed & Disposed waterway / Wet Debris

   2024 Hurricane Milton *(10/15/2024-12/21/2024)*
   - Removed & Disposed: City Hauls, Vegetation, C&D, E-Waste (6,195), White Goods(28,031, HHW (74,340 Lbs)
   - Reduced by Grinding & Compaction
   - Monitored by Tetra Tech

   2023 Hurricane Idalia (09/11/2023-09/26/2023)
   - Removed & disposed of vegetation, mulch, leaners / hangers
   - ROW C&D direct
   - Monitored Tetra Tech

Contract Value:		CY Recovered & Reduced:
Milton-Waterway	$292,025	5,567
Milton	$5,250,776	147,351
Idalia	$12,680	802

FMB:202 RFP Form C

Proposer: CrowderGulf Joint Venture, Inc.

PRICE PROPOSAL FORM

See Exhibit B - Compensation and Pricing for Price Proposal Form

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Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, unit rate and staff positions available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
Title:	Hourly Rate/Per Unit Rate

Signature: Ashley Ramsay-Naile

Date: 04/08/2026

Name: Ashley Ramsay-Naile

Title: President

At this time, CrowderGulf does not have any additional services to include.

EXHIBIT B - COMPENSATION AND PRICING

COMPANY ____CrowderGulf Joint Venture, Inc. _____

SOLICITATION: 26-04-ES - Disaster Debris Removal

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following meeting these specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be proposed at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Contractor's/Vendor's responsibility to verify all pricing and calculations are CORRECT. Fort Myers Beach is not responsible for errors in formulas or calculations contained within Excel document(s).

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price. The Town will only accept proposals submitted on the forms provided by the Town. Proposals submitted on other forms, other than those provided by the Town, will be deemed non-responsive and ineligible for award. **Proposers may not adjust or modify data provided within the Price Proposal Form. Proposals received with modified data may deem the Proposer as non-responsive and ineligible for award.**

PLEASE ENSURE you have provided a printed copy of Categories A, B, C and D within the Schedule of Values with your hard copy submission packages and provided the excel version with your digital submission package. Only the pricing submitted on the worksheet below, identified as Category A, will be utilized for evaluation purposes. Categories B, C and D will not be included in the evaluation process.

26-11-ES - DISASTER DEBRIS REMOVAL

SCHEDULE OF VALUES

CATEGORY A: CORE SERVICES

SECTION 1: DEBRIS REMOVAL, PROCESSING AND DISPOSAL

Item	Description	Unit of Measure	Estimated Quantity (for evaluation purposes only)	Unit Price	Extended Amount
A1	Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS)	CY	258,000	$ 10.50	$ 2,709,000.00
A2	Debris Removal from Debris managemetn Sites (DMS) and Hauling to Final Disposal Site (Note 1 & 2)	CY	86,000	$ 6.50	$ 559,000.00
A3	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site (Note 1 & 2)	CY	25,000	$ 18.00	$ 450,000.00
A4	Cost per mile for alternate disposal sites outside of Lee County. (Note 1& 2)	Cost /Mile	1	$ 65.00	$ 65.00
A5	Management of Debris Management Sites (DMS) (Note 4&5)	CY	258,000	$ 1.50	$ 387,000.00
A6	Processing (Grinding/Chipping) of Debris at DMS or Final Disposal Site	CY	258,000	$ 3.00	$ 774,000.00
A7	Processing (Burning) of Debris at DMS or Final Disposal Site	CY	32,000	$ 2.50	$ 80,000.00
A8	Pick Up and Haul of White Goods to Disposal Site within County (Note 1)	UNIT	100	$ 50.00	$ 5,000.00
A9	Pick Up and Disposal of Hazardous Material	LB	300	$ 16.00	$ 4,800.00
A10	Freon Management and Recycling (Note: 7)	UNIT	70	$ 45.00	$ 3,150.00
A11	Non Domestic Dead Animal Collection and Transportation to final disposal.	EACH	25	$ 50.00	$ 1,250.00
				SUBTOTAL: SECTION 1 - CORE SERVICES	**$ 4,973,265.00**

SECTION 2: STUMP EXTRACTIONS

Item	Description	Unit of Measure	Estimated Quantity (for evaluation purposes only)	Unit Price	Extended Amount
A12	< 24 inch diameter (Note:7)	Per Stump	100	$ 150.00	$ 15,000.00
A13	> 24 inch diameter to 47.99 inch diameter (Note:7)	Per Stump	100	$ 300.00	$ 30,000.00
A14	48 inch diameter and greater (Note:7)	Per Stump	60	$ 450.00	$ 27,000.00
A15	On site stump grinding including filling hole with wood chips (Note:7)	Per Inch	20	$ 20.00	$ 400.00
				SUBTOTAL: SECTION 2 -STUMP EXTRACTIONS	**$ 72,400.00**

SECTION 3: HAZARDOUS LIMB REMOVAL

Item	Description	Unit of Measure	Estimated Quantity (for evaluation purposes only)	Unit Price	Extended Amount
A16	>2 inches at the point of breakage, or whatever the current minimum is at the time of the storm event (Note:7)	Per Tree	1,000	$ 80.00	$ 80,000.00
				SUBTOTAL: SECTION 3 - HAZARDOUS LIMB REMOVAL	**$ 80,000.00**

SECTION 4: STORM DAMAGE TREE REMOVAL

Item	Description	Unit of Measure	Estimated Quantity (for evaluation purposes only)	Unit Price	Extended Amount
A17	Trees that require the "Climbing" and "Cut & Drop" method (e.g., trees over structures, homes, buildings, utilities or public ROW)				
	6" to 12.99" diameter	Per Tree	5	$ 450.00	$ 2,250.00
	13" to 23.99" diameter	Per Tree	4	$ 650.00	$ 2,600.00
	> 24" diameter	Per Tree	2	$ 950.00	$ 1,900.00
A18	Trees that can only be accessed by "Mechanized Equipment" (i.e., bucket trucks, skid steer loaders, log skidders, excavators, wheel loaders)				
	6" to 12.99" diameter	Per Tree	5	$ 250.00	$ 1,250.00
	13" to 23.99" diameter	Per Tree	4	$ 450.00	$ 1,800.00
	> 24" diameter	Per Tree	2	$ 750.00	$ 1,500.00
A19	Uprooted Trees; including those that have fallen in open areas, with easy access, or that have fallen on damaged structures				
	6" to 12.99" diameter	Per Tree	5	$ 250.00	$ 1,250.00
	13" to 23.99" diameter	Per Tree	4	$ 450.00	$ 1,800.00
	> 24" diameter	Per Tree	2	$ 750.00	$ 1,500.00
A20	Trees broken in two pars or snapped in half with debris not falen on any dwelling or structure				
	6" to 12.99" diameter	Per Tree	5	$ 150.00	$ 750.00
	13" to 23.99" diameter	Per Tree	4	$ 300.00	$ 1,200.00
	> 24" diameter	Per Tree	2	$ 450.00	$ 900.00

SUBTOTAL: SECTION 4 - STORM DAMAGE TREE REMOVAL	$ 18,700.00

CATEGORY A SUMMARY	
DEBRIS REMOVAL, PROCESSING AND DISPOSAL TOTAL:	$4,973,265.00
STUMP EXTRACTION TOTAL:	$72,400.00
HAZARDOUS LIMB REMOVAL TOTAL:	$80,000.00
STORM DAMAGE TREE REMOVAL TOTAL:	$18,700.00
GRAND TOTAL:	**$5,144,365.00**

NOTES - The following notes apply only to Category A within the Schedule of Values and only as identified in each individual line item

1	Prices include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda FL. Tipping fees at final disposal site(s) will be the responsibility of Contractor and passed through to the Town without mark-up, unless approved otherwise. See section 9.8.9 in the scope of services for disposal at County Owned and Operated disposal sites.

EXHIBIT B - COMPENSATION AND PRICING

COMPANY ____CrowderGulf Joint Venture, Inc. _____

SOLICITATION: 26-04-ES - Disaster Debris Removal

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be proposed at the nearest whole penny. Items listed below will be ordered at the unit prices provided should they be need by the Town. All activities listed below require a specific task authorization and include all labor and management of tasks.

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26-11-ES - DISASTER DEBRIS REMOVAL

SCHEDULE OF VALUES

CATEGORY B: SPECIALTY REMOVAL AND RESTORATION

SECTION 1: SPECIALTY REMOVAL (Activities require specific task authorization and include all labor and management of tasks)

Item	Description	Unit of Measure	Unit Price
B1	Sand/Soil Collection & Screening. Includes pick-up, screen, and return of screened sand to designated staging areas.	CY	$ 32.00
B2	Pick-up & haul debris laden sand/mud/dirt/rock from sand screening operations to final disposal (Notes 1 & 2)	CY	$ 16.00
B3	Removal of Eligible vehicles - haul to designated staging or final disposal. (Notes 1 & 2)	Unit	$ 350.00
B4	Removal of eligible Vessel from (Land)	LF	$ 295.00
B5	Demolition of Private Structure	CY	$ 38.00
B6	Dead Fish and/or Algae, including removal and sand raking from beaches.	LB	$ 4.50

SECTION 2: RESTORATION (Activities require specific task authorization and include all labor and management of tasks)

Item	Description	Unit of Measure	Unit Price
B7	Beach/Lake Restoration - Berm/Beach Cosntruction	CY	$ 68.00
B8	Canal Shoreline Restoration	LF	$ 48.00

	NOTES - The following notes apply only to Category B within the Schedule of Values and only as identified in each individual line item
1	Prices include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, FL. Tipping fees at final disposal site(s) will be the responsibility of Contractor and passed through to the Town without mark-up, unless approved otherwise. See section 9.8.9 in the scope of services for disposal at County Owned and Operated disposal sites.
2	For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
3	Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.
4	Includes comprehensive management of all debris and debris site activities, including grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.8 in the scope of services for more detail.
5	Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.

*Any alterations to this document made by the Vendor (other than the entry of pricing information) may be grounds for rejection of the proposal, cancellation of any subsequent award, or pursuit of any other legal remedies available to the Town of Fort Myers Beach.

EXHIBIT B - COMPENSATION AND PRICING

COMPANY _____CrowderGulf Joint Venture, Inc. _____

SOLICITATION: 26-04-ES - Disaster Debris Removal

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

Labor rates listed in the category below are used for negotiated adn special services tasks only. All labor rates are to be fully burndened to include all taxes, benefits, handling charges, overhead and profits. Per diem and fule is to be included in hourly labor rates. All Unit Prices will be proposed at the nearest whole penny. Items listed below will be ordered at the unit prices provided should they be need by the County. All activities listed below require a specific task authorization and include all labor and management of tasks.

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26-11-ES - DISASTER DEBRIS REMOVAL

SCHEDULE OF VALUES

CATEGORY C: SPECIALIZED LABOR AND WORK CREWS

SECTION 1: SPECIALIZED LABOR

Item	Description	Unit of Measure	Unit Price
C1	Field Supervisor with truck and cell phone	Hourly	$ 95.00
C2	Administrative Assistant	Hourly	$ 45.00
C3	Heavy Equipment Operator	Hourly	$ 60.00
C4	Tool Operator (Chainsaw)	Hourly	$ 55.00
C5	Laborer w/ small tools	Hourly	$ 48.00
C6	Hazardous Material Worker w/ gear	Hourly	$ 95.00
C7	Mechanic w/ truck and tools	Hourly	$ 150.00
C8	Tree Climber w/ chainsaw and gear	Hourly	$ 125.00
C9	22' - 31' Work Boat with Captain (Inclusive of Fuel, Mooring and Mobilization)	Per Boat / Per day	$ 3,200.00
C10	Services of 2 - 4 Laborers per Vessel	Per Boat / Per day	$ 2,400.00

SECTION 2: WORK CREWS (typical crew makeup for "First 70 Hours Operation")

Item	Description	Unit of Measure	Unit Price
C11	WheelLoader w/ operator, 2.5 cy, Foreman with support vehicle and small equipment, Laborer w/ chainsaw & two (2) laborers with small tools	Hourly (entire crew)	$ 425.00

SECTION 3: ADDITIONAL LABORERS

Item	Description	Unit of Measure	Unit Price
C12	Project Manager	Hourly	$ 125.00
C13	Safety Superintendent	Hourly	$ 85.00
C14	Traffic Control Personnel	Hourly	$ 58.00
C15	Project Engineer	Hourly	$ 125.00
C16	Security Person (Unarmed)	Hourly	$ 65.00
C17	Security Person (Armed)	Hourly	$ 85.00
C18	Health / Safety or QC manager with Truck	Hourly	$ 85.00
C19		Hourly	$ -
C20		Hourly	$ -
C21		Hourly	$ -

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EXHIBIT B - COMPENSATION AND PRICING

COMPANY _____CrowderGulf Joint Venture, Inc. _____

SOLICITATION: 26-04-ES - Disaster Debris Removal

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

All Rates per Hour will be proposed at the nearest whole penny. Items listed below will be ordered at the Rates per Hour provided should they be need by the County.

The Town will only accept proposals submitted on the forms provided by the Town. Proposals submitted on other forms, other than those provided by the Town, will be deemed non-responsive and ineligible for award.

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26-11-ES - DISASTER DEBRIS REMOVAL

SCHEDULE OF VALUES

CATEGORY D: EQUIPMENT

SECTION 1: EQUIPMENT

Item	Description	Specification	Capacity	Horse Power	Notes	Rate Per Hour
D1	Aerial Lift, Self Propelled	Max Platform Ht	37 ft	to 15	Articulated, telescoping, scissor	$45.00
D2	Aerial Lift, Self Propelled	Max Platform Ht	60 ft	to 30	Articulated, telescoping, scissor	$65.00
D3	Aerial Lift, Self Propelled	Max Platform Ht	70 ft	To 50	Articulated, telescoping, scissor	$75.00
D4	Aerial Lift, Self Propelled	Max Platform Ht	125 ft	To 85	Articulated, telescoping, scissor	$110.00
D5	Aerial Lift, Self Propelled	Max Platform Ht	150 ft	to 130	Articulated, telescoping, scissor	$160.00
D6	Aerial Lift, Truck Mounted	Max Platform Ht	25 Ft		Articulated, telescoping, scissor	$75.00
D7	Aerial Lift, Truck Mounted	Max Platform Ht	50 Ft		Articulated, telescoping, scissor	$100.00
D8	Aerial Lift, Truck Mounted	Max Platform Ht	75 Ft		Articulated, telescoping, scissor	$150.00
D9	Aerial Lift, Truck Mounted	Max Platform Ht	100 Ft		Articulated, telescoping, scissor	$175.00
D10	Breaker, Hand-Held Pavement	Weight	25 - 90 lbs			$45.00
D11	Breaker, Pavement			to 70		$75.00
D12	Breaker Pavement			to 105		$85.00
D13	Breaker, Pavement			to 137		$125.00
D14	Breaker, Pavement					$125.00
D15	Bucket, Clamshell	Capacity	1.0 CY			$35.00
D16	Bucket, Clamshell	Capacity	2.5 CY			$45.00
D17	Bucket, Clamshell	Capacity	5.0 CY			$55.00
D18	Bucket, Clamshell	Capacity	7.5 CY			$65.00
D19	Chain Saw	Bar Length	16 Inch			$9.00
D20	Chain Saw	Bar Length	25 inch			$9.00
D21	Chain Saw Pole	Bar Size	18 inch			$9.00
D22	Chipper, Brush	Chipping Capacity	6 inch	to 35	Trailer mounted	$65.00
D23	Chipper, Brush	Chipping Capacity	12 inch	to 60	Trailer mounted	$75.00
D24	Chipper, Brush	Chipping Capacity	16 Inch	to 100	Trailer mounted	$150.00
D25	Chipper, Brush	Chipping Capacity	18 inch	to 125	Trailer mounted	$185.00
D26	Chipper, Brush	Chipping Capacity	18 inch	to 200	Trailer mounted	$225.00
D27	Chipper, Brush	Chipping Capacity	19 inch	to 300	Trailer mounted	$325.00
D28	Chipper, Brush	Chipping Capacity	19 inch	to 450	Trailer mounted	$350.00
D29	Chipper, Brush	Chipping Capacity		to 650	Trailer mounted	$450.00
D30	Crane	Max Lift Capacity	8 MT	to 80		$140.00
D31	Crane	Max Lift Capacity	15 MT	to 150		$160.00
D32	Crane	Max Lift Capacity	27 MT	to 200		$195.00
D33	Crane	Max Lift Capacity	45 MT	to 300		$250.00
D34	Crane	Max Lift Capacity	70 MT	to 350		$350.00
D35	Crane	Max Lift Capacity	110 MY	to 450		$550.00
D36	Crane, Truck mounted	Max Lift Capacity	17,600 lbs			$200.00
D37	Crane, Truck mounted	Max Lift Capacity	33,000 lbs			$300.00
D38	Crane, Truck mounted	Max Lift Capacity	60,000 lbs			$350.00
D39	Crane, Truck mounted	Max Lift Capacity	120,000 lbs			$450.00
D40	Fork Lift	Capacity	6000 lbs	to 60		$65.00
D41	Fork Lift	Capacity	12,000 lbs	to 90		$75.00
D42	Fork Lift	Capacity	18,000 lbs	to 140		$95.00

D43	Fork Lift	Capacity	50,000 lbs	to 215		$160.00
D44	Load, Skid-Steer	Operating Capacity	1000 lbs	to 35		$155.00
D45	Load, Skid-Steer	Operating Capacity	2000 lbs	to 65		$155.00
D46	Load, Skid-Steer	Operating Capacity	3000 lbs	to 85		$155.00
D47	Load, Skid-Steer	Operating Capacity	4000 lbs	to 94		$155.00
D48	Loader, Wheel	Bucket Capacity	0.5 CY	To 38		$150.00
D49	Loader, Wheel	Bucket Capacity	1 CY	To 60		$160.00
D50	Loader, Wheel	Bucket Capacity	2 CY	To 105		$170.00
D51	Loader, Wheel	Bucket Capacity	3 CY	To 152		$180.00
D52	Loader, Wheel	Bucket Capacity	4 CY	To 200		$190.00
D53	Loader, Wheel	Bucket Capacity	5 CY	To 250		$200.00
D54	Loader, Wheel	Bucket Capacity	6 CY	To 305		$210.00
D55	Loader, Wheel	Bucket Capacity	7 CY	To 360		$215.00
D56	Loader, Wheel	Bucket Capacity	8 CY	To 415		$225.00
D57	Loader, Wheel	Bucket Capacity	9 CY	To 470		$270.00
D58	Loader, Wheel	Bucket Capacity	10 CY	To 530		$300.00
D59	Loader-Backhoe, Wheel	Bucket Capacity	.05 CY	To 40	Loader and Backhoe bucket included	$125.00
D60	Loader-Backhoe, Wheel	Bucket Capacity	1 CY	To 70	Loader and Backhoe bucket included	$135.00
D61	Loader-Backhoe, Wheel	Bucket Capacity	1.5 CY	To 95	Loader and Backhoe bucket included	$145.00
D62	Loader-Backhoe, Wheel	Bucket Capacity	1.75 CY	To 115	Loader and Backhoe bucket included	$155.00
D63	Saw, Concrete	Blade Diameter	14 in	To 14		$35.00
D64	Saw, Concrete	Blade Diameter	26 in	To 35		$40.00
D65	Saw, Concrete	Blade Diameter	48 in	To 65		$45.00
D66	Sweeper, Pavement			to 110		$85.00
D67	Sweeper, Pavement			To 150		$115.00
D68	Sweeper, Pavement			To 200		$140.00
D69	Trailer, Dump	Capacity	20 CY		Does not include prime mover	$70.00
D70	Trailer, Dump	Capacity	30 CY			$80.00
D71	Trailer, Dump	Capacity	40 CY		Does not include prime mover	$90.00
D72	Trailer, Equipment	Capacity	30 tons			$80.00
D73	Trailer, Equipment	Capacity	40 tons			$100.00
D74	Trailer, Equipment	Capacity	60 tons			$120.00
D75	Trailer, Equipment	Capacity	120 tons			$180.00
D76	Truck, Dump	Truck Capacity	8 CY	To 210		$155.00
D77	Truck, Dump	Truck Capacity	10 CY	To 235		$175.00
D78	Truck, Dump	Truck Capacity	12 CY	To 255		$185.00
D79	Truck, Dump	Truck Capacity	18 CY	To 330		$195.00
D80	Truck, Dump	Truck Capacity	28 CY	To 400		$210.00
D81	Truck, Dump	Truck Capacity	40 CY	To 460		$225.00
D82	Truck, Dump	Truck Capacity	50 CY	To 620		$235.00
D83	Truck, Flatbed	Max Gross Vehicle Weight	15,000 lbs	To 150		$80.00
D84	Truck, Flatbed	Max Gross Vehicle Weight	25,000 lbs	To 180		$90.00
D85	Truck, Flatbed	Max Gross Vehicle Weight	30,000 lbs	To 215		$100.00
D86	Truck, Flatbed	Max Gross Vehicle Weight	45,000 lbs	To 250		$110.00
D87	Truck, Flatbed	Max Gross Vehicle Weight	50,000 lbs	To 300		$120.00
D88	Truck, Flatbed	Max Gross Vehicle Weight		To 375		$130.00
D89	Truck, Flatbed	Max Gross Vehicle Weight		To 450		$145.00
D90	Truck, Knuckle Boom				Add flatbed truck to truck mounted crane	$340.00
D91	Truck, Pickup			To 130		$40.00
D92	Truck, Pickup			To 180		$45.00
D93	Truck, Pickup			To 230		$50.00
D94	Truck, Pickup			To 280		$55.00
D95	Truck, Tractor			To 210		$100.00
D96	Truck, Tractor			To 265		$110.00
D97	Truck, Tractor			To 310		$120.00
D98	Truck, Tractor			TO 350		$130.00
D99	Tub Grinder			To 400		$250.00
D100	Tub Grinder			To 500		$350.00
D101	Tub Grinder			To 600		$450.00
D102	Tub Grinder			To 700		$550.00
D103	Tub Grinder			To 800		$650.00
D104	Tub Grinder			To 900		$800.00
D105	Tub Grinder			To 1,000		$900.00
D106	Light Tower	with 4 500 watt light	w/ 10kw power unit	13.5	Trailer mounted	$100.00
D107	Light Tower					$85.00
D108	All Terrain Vehicle	6- wheel				$55.00
D109	All Terrain Vehicle	4-Wheel - 24"	250cc	15-17		$40.00

D110	All Terrain Vehicle	4-Wheel - 24"	300cc	18-20		$40.00
D111	All Terrain Vehicle	4-Wheel - 24"	400cc	26-28		$40.00
D112	Graders	Moldboard Size	10 FT	to 110	Includes Rigid and Articulate equipment	$150.00
D113	Graders	Moldboard Size	12 FT	To 150	Includes Rigid and Articulate equipment	$160.00
D114	Graders	Moldboard Size	14 Ft	To 225	Includes Rigid and Articulate equipment	$185.00
D115	Powerscreen	1400				$200.00
D116	Powerscreen	1700				$240.00
D117	Powerscreen	2100				$280.00
D118	Stacking Conveyor	30 x 60 Portable Hydraulic			Complete Road package	$120.00
D119	Water Truck	Tank Capacity	2500 Gal	to 175	Include pump and rear spray	$150.00
D120	Water Truck	Tank Capacity	4000 Gal	to 250	Include pump and rear spray	$165.00
D121	Loader - Tractor Knuckle boom	Model Barko 595 ML		To 240		$165.00
D122	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate	$465.00
D123	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate	$525.00
D124	Clamshell & Dragline, Truck			to 240	Bucket not included in rate	$650.00

SECTION 2: OTHER EQUIPMENT (Identify and define other equipment that may be required)

Item	Description	Specification	Capacity	Horse Power	Notes	Rate Per Hour
D125						$ -
D126						$ -
D127						$ -
D128						$ -
D129						$ -
D130						$ -
D131						$ -
D132						$ -
D133						$ -
C21						$ -

*Any alterations to this document made by the Vendor (other than the entry of pricing information) may be grounds for rejection of the proposal, cancellation of any subsequent award, or pursuit of any other legal remedies available to the Town of Fort Myers Beach.

FMB:204 RFP FORM D

Proposer: CrowderGulf Joint Venture, Inc.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements, and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

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

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

CrowderGulf Joint Venture, Inc.
(Name of Business)

Ashley Ramsay-Naile
(Signature)

Ashley Ramsay-Naile, President
(Print Name and Title)

5629 Commerce Blvd. E
(Address)

Mobile, AL 36619
(Address)

STATE OF Alabama

COUNTY OF Mobile

SWORN TO AND SUBSCRIBED BEFORE ME, on this 8th day of April, 2026, by means of (✓) physical presence or ( ) online notarization, personally appeared Ashley Ramsay-Naile as President of CrowderGulf Joint Venture, Inc., (✓) who is personally known to me or ( ) who has produced _____ as identification.

Kerrie A Noll
Notary Public Signature Kerrie A. Noll

My commission expires: 08/15/2026

KERRIE A. NOLL
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
AUGUST 15, 2026

Rev 3/10/2026

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Town harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

Access to Records: 1) The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's 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 section 1225 of the Disaster Recovery Act of 2018, the Town 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.

Buy Clean: The Town encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the Town encourages that the performance of this agreement includes considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The Town must obtain written permission from Department of Homeland Security prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials. 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.

Domestic Preference for Procurements: The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Build America, Buy America Act (BABAA): FEMA Public Assistance Funding is not subject to Buy America preference pursuant the following guidance: Programs and Definitions: Build America, Buy America Act | FEMA.gov

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data

required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts: 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.

Prohibition on Covered Telecommunications Equipment or Services: (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(3) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Providing Good, Safe Job to Workers: Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Socioeconomic Contracting: The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms are considered when possible. Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractors must sign and submit a debarment certification to the Town with each bid or offer. See Certifications and Assurances and the end of this document.

Procurement of Recovered Materials (§200.323) (Over $10,000) : In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired — a) Competitively within a timeframe providing for compliance with the contract performance schedule; b) Meeting contract performance requirements; or c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: Comprehensive Procurement Guideline (CPG) Program | US EPA. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Contactor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

Termination for Cause and Convenience (over $10,000) : See Standard Purchase Order and/or Contract Terms and Conditions

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

Contractors must sign and submit a lobbying certification to the Town with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (CWHSSA) (40 U.S.C. 3701-3708) (over $100,000) : Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section,

in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages—

(i) Withholding Process. The Town may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) (ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part."

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job."

Clean Air Act (over $150,000) : 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000) : 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000) : Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

Construction Activities
This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent this Agreement meets this definition, Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

5) The Contractor will comply with the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by rules, regulations, and orders of the Secretary of Labor, and will permit access to its 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.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses this Agreement or with any of the said rules, regulations, or orders, this Agreement 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 authorized procedures, and such other sanctions may be imposed and remedies invoked as by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the above applicable provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, 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.

9) The Town further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the City is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

10) The Town agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

11) The Town further agrees that it will refrain from entering into any contract or contract modification with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to any applicable Executive Order and will carry out such sanctions and penalties for violation of any applicable clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor. In addition, the Town agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracting Contractor acknowledges that if Contractor intends to enter into subcontracts for any portion of the work under this Agreement, Contractor may take the affirmative steps described in 2 C.F.R. § 200.321 to ensure that small business firms, minority business firms, women's business enterprises, and labor surplus area firms are solicited when possible, to the extent doing so is consistent with applicable local, State, and Federal law.

Implementing the above provisions for new contracts should at least demonstrate that the Town is trying to comply with the ever-evolving rules and regulations, and as of now, we think this is enough. I'll make sure I keep you updated on any other actions that might become necessary in the future.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

FEDERAL HIGHWAY ADMINISTRATION
EMERGENCY RELIEF (ER) PROGRAM

FHWA ER funding is applicable to debris removal based on declarations. A disaster declaration/proclamation is required, either from the President or the Governor, and FHWA must concur on a Governor's proclamation. However, in areas where FEMA Public Assistance is available following a natural disaster, debris removal will not be reimbursed by FHWA.

The following FHWA 1273 provisions are applicable only when an emergency declaration has been only been made by the Governor.

FHWA 1273 Exceptions:

IV. Davis-Bacon Act and Related Provisions: Exempt under FHWA Emergency Relief Funding

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

*****

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

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.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Town for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Town may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name CrowderGulf Joint Venture, Inc.

Date 04/08/2026

Authorized Signature Ashley Ramsay-Naile

Town of Fort Myers Beach

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

(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 (l)(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.

Ashley Ramsay-Naile
Name

TTNUYNSBDQU4
SAM.gov Unique Entity ID (UEI) Number

President
Title

45ZE0
CAGE Number

CrowderGulf Joint Venture, Inc.
Firm

5629 Commerce Blvd. E Mobile, AL 36619
Street Address, City, State, Zip

Ashley Ramsay-Naile
Signature

TOWN OF FORT MYERS BEACH

ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
CrowderGulf Joint Venture, Inc.	01-0626019	TBD

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?

VETERAN	Y	N
DBE?	Y	N
MBE?	Y	N
WBE?	Y	N
SDB 8A?	Y	N

IS THE ACTIVITY OF THIS CONTRACT...

CONSTRUCTION?	Y	N
CONSULTATION?	Y	N
OTHER?	Y	N

IS THIS SUBMISSION A REVISION? Y N IF YES, REVISION NUMBER _____

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
WBE	Hauling Away, LLC	Debris Hauling	NMW	TBD	TBD
MWBE	Last Pass, Inc.	Debris Hauling	HA W	TBD	TBD
			TOTALS:		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
CrowderGulf Joint Venture, Inc.	04/09/26	Ashley Ramsay-Naile President
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**
jramsay@crowdergulf.com	800-992-6207	251-459-7433

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY TOWN OF FORT MYERS BEACH

DEPARTMENT NAME	CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

Since the Town does not have a pre-established MWBE percentage or dollar amount goal, we have included TBD. CrowderGulf will work with the Town to meet any MWBE requirements and our steps to good faith efforts have been provided within our proposal.

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

CrowderGulf Joint Venture, Inc.
Contractor (Firm Name)

Ashley Ramsay-Naile
Signature of Contractor's Authorized Official

Ashley Ramsay-Naile, President
Name and Title of Contractor's Authorized Official

04/08/2026
Date

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CrowderGulf Joint Venture, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

5629 Commerce Blvd E

Requester's name and address (optional)

6 City, state, and ZIP code

Mobile, AL 36619

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

0	1	–	0	6	2	6	0	1	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Ashley Ramsay-Naile | **Date** 1/26/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CROWDER GULF

ADMINISTRATIVE OFFICE
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM

This company is an equal employment opportunity employer. It is the policy of this company to assure that applicants are employed, and that applicants are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law. Such action shall include: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job-training.

1. Publication and dissemination of this company's written policy of equal employment opportunity.
   A. Each employee is informed that we are an equal opportunity employer and where our policy is posted.
   B. Our policy is reviewed annually, or more frequently if required by contract, with all supervisory personnel.

2. Appointment of Equal Employment Officer charged with the responsibility of securing compliance and advising corporate Officials of progress.
   Equal Employment Officer: Mary G. White
   Office #: 251-478-6848
   Email: hr@crowdergulf.com

3. Notification of all recruitment sources that the company, as an equal opportunity employer, solicits referral of qualified applicants without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.

4. The upgrading and promotion of employees shall be made based on qualifications and ability without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.

5. We request from all employees, especially minorities and females, that they refer any qualified friends or relatives to us for employment.

6. All company facilities and activities shall be non-segregated.

7. All Advertisements for employment shall contain the statement, "We are an Equal Opportunity Employer".

8. We continuously monitor, control, evaluate, and obtain feedback in regard to the application of our Equal Employment Opportunity policy at all levels.

9. All personnel activities shall be monitored to ensure that this Equal Employment Opportunity policy is being carried out.

10. CrowderGulf complies with all federal and state laws and regulations regarding Equal Employment Opportunity.

11. In succession to the previous EEO Officer, effective Mary G. White was appointed EEO Officer for the company effective 8/15/2011. Any person who believes he or she has been discriminated against should direct their complaint to Mary G. White.

Ashley Ramsay-Hale

President

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 312220

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	CrowderGulf LLC / CrowderGulf Joint Venture, Inc.
Company Facility Address	5629 Commerce Blvd E Mobile, AL 36619
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	010626019
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

Insurance Requirements

CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the TOWN from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:

1. ■ **Commercial General Liability:** Coverage shall have minimum limits of $ 1,000,000 Per Occurrence, $ 2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

2. ■ **Business Auto Liability:** Coverage shall have minimum limits of $ 1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

3. ■ **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum limit of $ 1,000,000 for each accident.

4. ~~☐ **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against the Town as to any claims under this insurance. Such insurance shall have limits of not less than $ _____ each claim and aggregate.~~

5. ~~☐ **Cyber Liability:** Coverage shall have minimum limits of $ _____ per claim.~~

6. ■ Pollution : Coverage shall have minimum limits of $ 1,000,000 per claim/Occurrence

~~7.~~ ☐ _____ : ~~Coverage shall have minimum limits of $ _____ per claim/Occurrence.~~

~~8.~~ ☐ _____ : ~~Coverage shall have minimum limits of $ _____ per claim/Occurrence.~~

CONTRACTOR must furnish the TOWN with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The TOWN is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the TOWN before commencement of any work activities.

The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self–insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

PATHWAY
INSURANCE GROUP

RE: CrowderGulf LLC & CrowderGulf Joint Ventures, Inc.

To Whom It May Concern:

Pathway Insurance Group handles all insurance for CrowderGulf. The current coverages and Limits carried by CrowderGulf are some of the highest in their industry and have been vetted by risk managers, municipalities, and other organizations throughout the country. We believe these limits are reasonable considering the scope of work performed by CrowderGulf. The Insured also does an excellent job with its subcontractor program and vetting subcontracts and insurance limits maintained by their subcontractors. We are also in constant communication with the leadership at CrowderGulf regarding the state of the insurance marketplace and their activations.

However, in the event of an activation that warrants higher limit requirements, additional limits are readily available to CrowderGulf in the marketplace within 24-48 hours from our current insurance carriers as well as others in the market.

I have attached a sample of their current limit of coverage for your convenience. Please feel free to reach out to me regarding any questions related to the insurance for CrowderGulf.

Sincerely,

Robby Farmer
Vice President
Pathway Insurance Group LLC

753 Nichols Avenue - Fairhope, AL 36532 – www.pathwayinsgroup.com
PH-251-279-6373

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/12/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pathway Insurance Group 753 Nichols Avenue Fairhope AL 36532	**CONTACT NAME:** Nina Glover **PHONE (A/C, No, Ext):** (251) 279-6373 **FAX (A/C, No):** **E-MAIL ADDRESS:** nina@pathwayinsgroup.com
INSURED CrowderGulf Joint Venture Inc./CrowderGulf LLC 5629 Commerce Blvd. E. Mobile AL 36619	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Gray Insurance Company - Best Rating A-VIII — 36307 **INSURER B :** Westchester Surplus Lines Insurance **INSURER C :** Navigators **INSURER D :** Lloyds of London **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2461914728 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			XSGL-100298	07/01/2025	07/01/2028	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			XSAL-100338	07/01/2025	07/01/2028	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			HO24LIA15303401 F'lling Form	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 14,000,000 $ 14,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		GWC-100588 - Includes USL&H	07/01/2025	07/01/2028	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Contractors Pollution Liab. Coverage Includes Transportation Poll Cov. End.			G71538825 004	07/01/2025	07/01/2027	Each Pollution Condition General Aggregate Limit	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

D-Professional Liability- Claims Made - Lloyds of London - LL00226-02 10/15/2024 - 10/15/2025 2,000,000 Per Occurrence / 2,000,000 General Aggregate

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all when required by written contract. The above insurance policies shall primary & noncontributory to any other insurance policies maintained by the cert. holder, when required by written contract

CERTIFICATE HOLDER

The Town of Fort Myers Beach
2523 Estero Blvd.
Fort Myers Beach FL 33931

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Title Page

Date of Proposal: April 16, 2026
Proposal Subject: SOL No. 26-11-ES – Disaster Debris Removal and Disposal Services
Firm's Name: TFR Enterprises, Inc.
Address: 601 Leander Drive, Leander, Texas 78641
Firms Principal: Tipton F. Rowland
Contact Person: Tiffany J. Jean
Phone Number: 512-260-3322
Office: 512-260-3322
Cell: 512-565-0710 (24- Hour Contact Number)
Email: Tiffany@tfrinc.com

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April 16, 2026

Town of Fort Myers Beach
6231 Estero Blvd.
Fort Myers Beach, Florida 33931

To Whom It May Concern,

TFR Enterprises, Inc. is pleased to submit this proposal to the Town of Fort Myers Beach and appreciates the opportunity to support your community's disaster recovery needs. Established in 1989, TFR has grown into one of the nation's most trusted disaster debris management firms, headquartered in Leander, Texas, with field offices across the country. Over the past 36 years, we have completed more than 500 disaster recovery projects across the United States, **collecting and processing over 80 million cubic yards of debris**.

We believe ourselves to be fully qualified to perform the services contemplated under this proposal and possess the experience, personnel, equipment, financial capacity, and operational resources necessary to successfully meet the Town's requirements.

We understand the scope and urgency of disaster recovery services. Our team specializes in emergency road clearance, debris removal and disposal, debris management site operations, demolition, hazardous tree removal, stream and canal restoration, and FEMA documentation. TFR's turnkey capabilities allow us to provide comprehensive, compliant, and cost-effective recovery solutions from initial response through project closeout.

TFR's operational capacity is unmatched, enabling it to respond to disasters of any scale. In 2023, our team managed more than 3.5 million cubic yards of debris across 22 cities, counties, and agencies in nine states. During the unprecedented 2020 hurricane season, we successfully executed 57 simultaneous contract activations spanning Iowa, Louisiana, Mississippi, Alabama, Texas, and Oklahoma. Supported by a network of over 1,000 qualified subcontractors and an expansive fleet of company-owned equipment, TFR stands ready to meet the most demanding recovery challenges.

Our financial strength is another cornerstone of our reliability. TFR owns more than 200 pieces of specialized equipment dedicated to debris operations and maintains the ability to self-fund projects immediately upon Notice to Proceed. This ensures uninterrupted operations while clients await federal or state reimbursement, providing peace of mind that recovery efforts will not be delayed due to funding constraints.

Most importantly, TFR is committed to the communities we serve. We approach every project with the highest standards of safety, efficiency, and accountability, working as an extension of our clients' teams to reduce risk, accelerate recovery, and restore quality of life. Our mission extends beyond debris removal; we are dedicated to helping communities recover stronger, safer, and more resilient for the future.

Thank you for considering TFR Enterprises Inc. as your disaster recovery partner. We look forward to the opportunity to serve your community with the expertise, resources, and dedication that have defined our work for more than three decades.

TFR certifies that this proposal is submitted fairly and in good faith, without collusion or fraud. The signatory of this proposal is authorized to bind TFR Enterprises, Inc., to all contractual requirements. Furthermore, this proposal shall constitute a firm and irrevocable offer for a period of one hundred twenty (120) days from the date of submission.

Primary Contact for RFP	**Corporate Headquarters**	**Contacts with the Ability to Bind**
Tiffany Jean	601 Leander Drive	Tipton F Rowland, CEO
Contract Manager	Leander, Texas 78641	Julie Rowland, CFO
Office: (512) 260-3322	Office: (512) 260-3322	Office: (512) 260-3322
Fax: (512) 528-1942	Fax: (512) 528-1942	
Cell: (512) 565-0710	www.tfrinc.com	
tiffany@tfrinc.com		

Sincerely,



Tipton F. Rowland
Chief Executive Officer

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

LYELL, SHARON G

T.F.R., INC. OF TEXAS
601 LEANDER DRIVE
LEANDER TX 78641

LICENSE NUMBER: CRC1332507

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/24/2024

Do not alter this document in any form.

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

5

State of Florida
Department of State

I certify from the records of this office that T.F.R., INC. OF TEXAS is a Tennessee corporation authorized to transact business in the State of Florida, qualified on September 10, 2002.

The document number of this corporation is F02000004640.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 23, 2026, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirteenth day of February, 2026



Secretary of State

Tracking Number: 8296613109CU

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

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

Tab 1.
Experience and References



Executive Summary

TFR Enterprises, Inc. is a nationally recognized provider of disaster debris management and removal services, with extensive experience supporting counties and municipalities throughout the State of Florida, including operations in hurricane-prone regions such as the Town of Fort Myer's Beach Since 1989, TFR has completed more than 500 debris removal missions and removed over 80 million cubic yards of debris, consistently delivering safe, compliant, and timely project execution.

Our approach to serving The Town of Fort Myers Beach is centered on rapid mobilization, operational efficiency, and strict adherence to all applicable Federal Emergency Management Agency (FEMA), State of Florida, and County regulations. Following the disaster, TFR conducts a detailed field assessment and collaborates with Town officials to develop a site-specific debris management plan, including project timelines, resource allocation, and debris-reduction strategies tailored to the Town's unique needs.

TFR maintains a scalable staffing model capable of supporting events of varying size and complexity. Our team consists of experienced, trained personnel supplemented by a network of pre-qualified subcontractors. All subcontractors will be submitted to Town officials for approval before the commencement of operations. This approach ensures flexibility while maintaining full compliance, accountability, and quality control throughout the duration of the project.

Safety and regulatory compliance are foundational to TFR’s operations. We implement comprehensive safety programs, ongoing personnel training, and active field supervision to protect workers, residents, and public infrastructure. Our team is highly experienced in documentation and reporting requirements necessary to support FEMA reimbursement, ensuring transparency and maximizing cost recovery for The Town of Fort Myers Beach.

TFR has a proven ability to manage multiple large-scale disaster recovery operations simultaneously, including hurricane response efforts similar to those historically impacting Southwest Florida. Our depth of resources, experienced leadership, and disciplined operational approach position us as a reliable partner capable of supporting Fort Myers Beach in restoring normalcy quickly and efficiently following disaster events.

PROJECT HISTORY

PAST 5-YEAR PROJECT HISTORY



2024

HURRICANES HELENE, MILTON, BERYL, AND SEVERE WEATHER EVENTS

$90,465,390 in Contracts
3,495,992 Cubic Yards
92,703 Hazardous Trees

HURRICANE IDALIA, TORNADOS, ICE STORMS, AND SEVERE WEATHER EVENTS

$82,715,114 in Contracts
3,664,573 Cubic Yards
206,390 Hazardous Trees

2023





2022

HURRICANE IAN, TORNADOS, AND SEVERE WEATHER EVENTS

$16,401,087 in Contracts
326,603 Cubic Yards
4,125 Hazardous Trees

HURRICANES IDA, FLOODS, AND WINTER STORMS

$18,440,324 in Contracts
585,449 Cubic Yards
5,705 Hazardous Trees

2021





2020

HURRICANES LAURA, ZETA, BETA, A DERECHO, AND WINTER STORMS

$88,529,410 in Contracts
10,279,104 Cubic Yards
19,965 Hazardous Trees

Disaster Recovery Projects

Below is a summary of five (5) projects within the State of Florida, undertaken by TFR Enterprises, Inc. over the past ten (10) years. This summary includes the season, storm events, contract terms, and associated contract values.

Project Dates	Contracting Agency	Description of Work	Contract Amount	Volume
07/25 to 09/25	**Dixie County** Martha McCaskill 352-498-1426 grantcoordinator@dixiecounty.us	Removal of Existing Storm Debris	$567,717	20,787 CY Veg 318 Equipment Hours
10/24 to 01/26	**Florida DEP** Wes Howell 850-528-3576 wes.howell@dep.state.fl.us	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal, Waterway Debris Removal, Sand Sifting & Relocating **Hurricane Helene/Milton DR4830-FL** **(Services Provided in 41 State Parks)**	$15,978,787	181,418 CY of Veg/C&D, 9,287 CY Waterway, 100,383 CY Sand Sifting, 205,904 CY Transport Sand, 11,021 Trees
10/24 to 01/25	**City of Leesburg** Neil Gaines 352-571-0989 Neil.gaines@leesburgflorida.gov	ROW Debris Removal, Reduction, and Disposal **Hurricane Milton DR4834-FL**	$385,540	35,017 CY
09/24 to 04/25	**Madison County** Leigh Basford 850-973-3698 madisonem@madisoncountyfl.com	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- **Hurricane Helene DR4828-FL**	$20,837,543	1,008,558 CY 32,677 Trees
09/23 to 11/23	**Jefferson County, FL** Shannon Metty 850-342-0223 smetty@jeffersoncountyfl.gov	ROW Debris Removal Hazardous Tree Removal **Hurricane Idalia DR4734**	$1,138,239	61,450 CY 8,431 Trees

The following disaster recovery projects were completed by TFR Enterprises, Inc. within the last fifteen (15) years. Due to the extended duration of each project, we have provided the daily operational capacity in cubic yards (CY) removed per day, including the lowest day, the highest day, and the overall daily average.

Emanuel County – Total: 2,158,036 CY
Duration: 198 days of hauling
Lowest day: 624 CY
Highest day: 35,494 CY
Average daily removal: 13,419 CY

Norman – Total: 572,402 CY
Duration: 112 days of hauling
Lowest day: 18 CY
Highest day: 17,158 CY
Average daily removal: 5,111 CY

Project Dates	Contracting Agency	Description of Work	Contract Amount	Volume
09/24 to 05/25	**Emanuel County** L. Guy Singletary 478-237-3881 lgsingletary@emanuelco-ga.gov	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- **Hurricane Helene DR4830-GA**	$39,506,940	2,158,036 CY 47,965 Trees
10/20 to 02/21	**City of Norman, OK** Tony Mensah 405-329-2524 tony.mensah@normanok.gov	ROW Debris Removal, Grinding, Hauling, & Final Disposal-**Ice Storm DR4575**	$4,054,876	572,402 CY & 9,995 Hazardous Trees

Current Florida Contracts

Municipality	State	Start Date	Expiration Date
Bay County	Florida	05/07/21	05/31/26
Broward College Interlocal with Santa Fe	Florida	07/01/25	06/30/28
Central Broward Water Control District	Florida	08/14/24	08/14/26
City of Anna Maria	Florida	01/08/26	01/08/29
City of Cape Coral	Florida	02/20/25	02/20/30
City of Cedar Key	Florida	06/24/24	06/24/29
City of Clermont	Florida	08/01/24	08/01/29
City of Daytona Beach- Cooperative Agreement w/ Port Orange	Florida	09/06/23	09/06/26
City of Destin	Florida	06/02/25	12/31/27
City of Dunedin- Cooperative Agreement w/ Pinellas County	Florida	06/06/23	02/28/28
City of Edgewood	Florida	07/21/25	07/21/28
City of Hollywood	Florida	07/05/23	07/05/26
City of Holmes Beach	Florida	08/26/25	08/26/28
City of Homestead	Florida	05/17/23	05/17/26
City of Indian Rocks Beach- Cooperative Agreement w/ Pinellas County	Florida	05/10/23	02/28/28
City of Key West	Florida	07/12/21	07/12/26
City of Lake Mary	Florida	06/06/24	06/06/27
City of Lake Worth Beach	Florida	12/20/23	12/20/26
City of Leesburg	Florida	06/09/25	12/31/28
City of Longwood	Florida	07/22/24	07/22/27
City of Lynn Haven	Florida	09/09/25	03/31/29
City of Madeira Beach	Florida	02/28/23	02/28/28
City of Miami	Florida	11/16/21	11/16/26
City of Miami Gardens	Florida	08/27/24	08/27/26
City of New Port Richey (Pasco)	Florida	07/29/25	07/29/28
City of Oakland Park	Florida	05/21/25	05/21/30
City of Ocoee	Florida	08/20/24	08/20/27
City of Oviedo	Florida	05/05/22	05/05/26
City of Pembroke Pines	Florida	01/12/22	12/31/26
City of Pinellas Park	Florida	02/28/23	02/28/28
City of Port Orange	Florida	09/06/23	09/06/26
City of Safety Harbor- Cooperative Agreement w/ Pinellas County	Florida	05/15/23	02/28/28
City of St. Cloud	Florida	07/31/24	07/31/27
City of Sweetwater	Florida	01/22/26	01/22/31
City of West Park	Florida	05/30/25	05/30/28
Clay County	Florida	04/23/19	04/23/26
Columbia County	Florida	11/01/25	11/01/30
FLDOT- Z2244, 45, 46, 47, 48, and 55	Florida	06/23/23	06/27/26

FLDOT Z5081	Florida	04/09/24	05/31/26
Florida DEP- Upland Debris Removal	Florida	03/12/21	03/11/31
Florida DEP- Waterway Debris Cleanup	Florida	08/04/20	08/04/26
Florida DOT Z7093 (7095)	Florida	04/22/24	05/07/26
Florida Southwestern State College	Florida	08/19/25	06/30/28
Hernando County	Florida	07/30/24	07/29/27
Jefferson County	Florida	07/14/23	07/14/26
Levy County	Florida	08/06/24	08/06/27
Liberty County	Florida	07/01/21	06/30/26
Madison County	Florida	09/25/24	09/25/27
Miami Shores Village	Florida	06/30/23	06/30/26
Miami-Dade County - RTQ-00867	Florida	12/01/18	11/30/26
Miami-Dade County (DMS) RTQ-00950	Florida	05/22/19	11/31/29
Miami-Dade County (Stumps & Debris Removal) RTQ-00618	Florida	08/01/18	07/31/28
Northwest Florida Water Management District	Florida	12/09/24	12/09/29
Okaloosa County	Florida	10/01/22	12/31/26
Palm Beach State College	Florida	08/19/25	08/19/28
Panama City Beach	Florida	11/09/23	11/09/26
Pasco-Hernando State College	Florida	07/15/25	06/30/28
Pensacola State College	Florida	07/01/25	07/01/28
Pinellas County	Florida	02/28/23	02/28/28
Santa Fe College	Florida	07/01/25	07/01/28
Santa Rosa County	Florida	07/13/21	07/12/26
School Board of Broward County	Florida	12/01/22	11/30/26
School Board of Seminole County	Florida	11/17/21	11/16/26
School District of Palm Beach County- Debris Removal	Florida	05/19/20	05/07/26
School District of Palm Beach County- Push	Florida	05/19/20	05/07/26
Sebring Airport Authority	Florida	05/01/23	05/01/26
Seminole Tribe	Florida	09/12/22	12/28/27
South Florida Water Management District	Florida	11/01/25	11/01/30
South Florida Water Mgmt. District RFB	Florida	09/23/22	09/23/27
Southwest Florida Water Management District	Florida	05/29/25	02/28/28
St. Johns River State College	Florida	07/01/25	07/01/28
Town of Cutler Bay	Florida	02/12/26	02/12/29
Town of Hillsboro Beach	Florida	09/16/24	09/16/27
Town of Inglis	Florida	01/29/24	01/29/29
Town of Ponce Inlet	Florida	12/18/25	12/18/28
Town of Treasure Island Cooperative Agreement w/ Pinellas County	Florida	06/27/23	02/28/28
Village of Biscayne Park	Florida	05/03/22	05/02/26
Village of Palm Springs	Florida	07/25/24	07/25/27
Wakulla County	Florida	07/20/23	07/20/26

Managing Multiple Large-Scale Events

TFR Enterprises, Inc., has extensive experience and a proven track record of successfully managing multiple large-scale debris removal operations concurrently across diverse geographic regions. We understand that disaster recovery efforts often require rapid mobilization to multiple jurisdictions affected by simultaneous or sequential events such as hurricanes, tornado outbreaks, wildfires, and flooding. Our operational structure, experienced personnel, and nationwide resource network allow TFR to effectively respond to these complex situations while maintaining high levels of performance and compliance.

Since our founding in 1989, TFR has successfully executed numerous simultaneous contract activations across multiple regions. Our ability to manage these operations efficiently is supported by:

- An experienced prime contractor with a history of completing more than **500 FEMA-funded debris removal contracts** and securing over **$2 billion in contingency contracts**.
- Proven management processes that have been refined through decades of real-world disaster response operations.
- Centralized operational oversight provided by experienced senior leadership, supported by highly capable and self-sufficient project delivery teams.
- A reliable network of vetted subcontractors with demonstrated performance in emergency response and debris management.
- Nationwide access to personnel, equipment, and trucking resources, along with a strong commitment to engaging **local and Disadvantaged Business Enterprises (DBEs)** whenever possible.

Execution and Staffing Options
TFR approaches each task order with flexible execution strategies to meet the unique needs of the project while maintaining cost efficiency and operational effectiveness. Primary execution options include:

- **Self-performance by TFR personnel** utilizing our internal staff and equipment resources.
- **A blended team approach**, combining TFR personnel with qualified local or regional subcontractors to support project execution.

The delivery method is determined based on factors such as cost-effectiveness, resource availability, and the presence of qualified local technical resources capable of meeting contractual requirements. Regardless of the approach selected, **project management and operational oversight remain under the direct leadership of TFR personnel**, ensuring adherence to our established procedures, safety standards, and FEMA documentation requirements.

Management Approach for Multiple Contract Activations
TFR's ability to successfully execute multiple large-scale debris removal operations simultaneously is supported by a structured yet adaptable management framework that includes:

- **Standardized project management procedures** ensure consistency, regulatory compliance, and operational efficiency across all activated contracts.
- **Scalable resource deployment models** that allow equipment, personnel, and trucking assets to be quickly allocated to areas of greatest need.
- **Integrated communication systems** that facilitate real-time coordination between field teams, operational leadership, and client representatives.
- **Proactive logistics and supply chain management** to sustain operations across multiple project sites and geographic regions.
- **Continuous quality control and safety monitoring**, ensuring that all work meets or exceeds contractual requirements and regulatory standards.

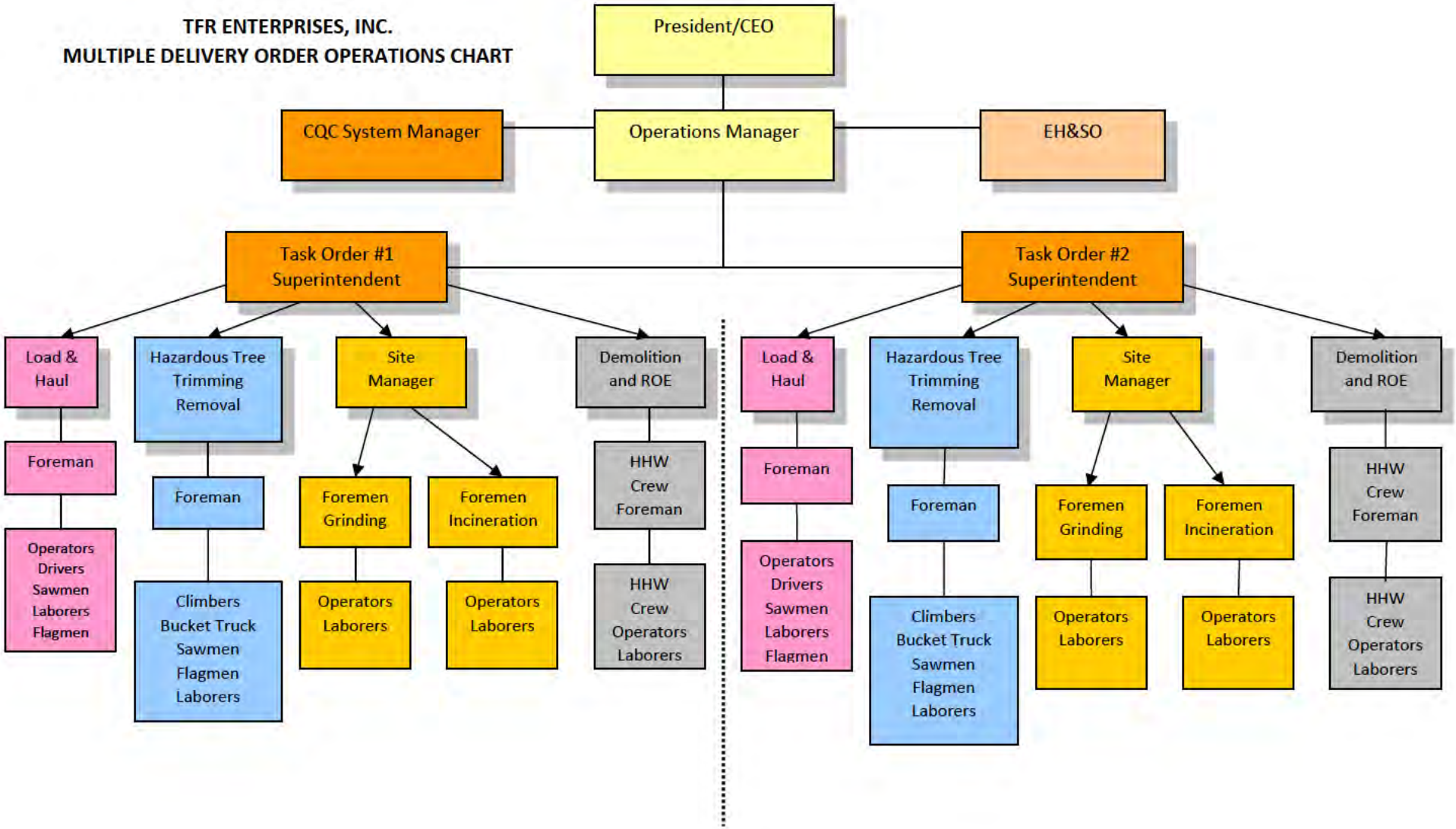
Through this structured and flexible approach, TFR Enterprises consistently delivers dependable, efficient debris removal services even during widespread disaster recovery operations involving multiple simultaneous activations. Our proven ability to scale resources, maintain operational control, and ensure FEMA-compliant documentation provides clients with confidence that debris removal operations will be executed safely, efficiently, and in full compliance with all applicable requirements.

Recent Large-Scale Events

This chart illustrates recent large-scale disaster events that resulted in multiple contract activations, showcasing TFR Enterprises' proven ability to coordinate, manage, and financially support simultaneous debris removal operations across multiple jurisdictions. These activations often occur during peak storm seasons, requiring rapid mobilization, strategic resource allocation, and seamless project execution. TFR's consistent performance in these complex, high-demand situations demonstrates our operational scalability, financial stability, and commitment to supporting communities through effective disaster recovery efforts.

EVENT	YEAR	CY	TOTAL
HURRICANE HELENE	2024	3,143,738 to Date	$67,865,935 to Date
HURRICANE IDALIA	2023	3,514,958	$76,624,006
HURRICANE IAN	2022	218,333	$15,592,341
IOWA SEVERE STORMS	2020	4,929,979	$18,364,690
HURRICANE LAURA	2020	3,913,952	$59,448,788
HURRICANE MARIA	2017	1,113,691	$35,404,180

TFR ENTERPRISES, INC.
MULTIPLE DELIVERY ORDER OPERATIONS CHART



Tab 2.
Company Resources



Company Resources: Facilities, Equipment, and Personnel

TFR stands ready to meet your debris removal needs immediately upon notice to proceed. As the Prime Contractor, TFR Enterprises Inc. (TFR) assumes full responsibility for the efficient and effective execution of every contract. To address the complex technical challenges of large-scale debris management missions, TFR has strategically aligned its in-house resources with a proven network of major subcontractors who have successfully supported emergency response and disaster recovery operations nationwide for more than three decades.

The TFR Team's Management Approach Offers:

- ☑ **Skilled Program Management with Experience Responding to All Types of Disasters**
- ☑ **Turnkey Solutions That Effectively Meet Our Clients' Expectations**
- ☑ **Scalable Team That Can Quickly Ramp Up Staffing to Meet Surge Requirements**
- ☑ **Fleet of Over 200+ Self-Owned Pieces of Equipment, Including Mobile Command Units**
- ☑ **Pre-Negotiated Agreements with Nationwide Equipment Vendors**
- ☑ **Application of Valuable Lessons Learned Taken During Response to Over 500+ Activations**
- ☑ **Corporate Safety Program Used to Oversee Safe Performance on All Recent Disasters**

To further enhance capacity and response speed, TFR supplements its core team with pre-qualified local subcontractors and nationwide equipment vendors, ensuring rapid scalability for large and small debris operations. Our team can mobilize quickly and manage disasters of any size without delay. Key advantages our team offers include:

Experienced Program Management – As the Prime Contractor, TFR provides a single point of execution and accountability, delivering comprehensive program management and full-service capabilities to ensure an efficient, effective response to any disaster event. Our team oversees all aspects of operations, including program management, safety, quality control, on-site supervision, and logistics coordination. With decades of experience supporting disaster recovery programs nationwide, including projects for the Army Corps of Engineers, FEMA, and other Federal agencies, TFR brings the expertise and resources necessary to staff and manage multiple, geographically dispersed missions simultaneously.

Proven Operational Excellence and Rapid Response to Over 500 Federally Declared Disasters – TFR has been a trusted partner in emergency response and disaster recovery programs nationwide, delivering large-scale, rapid-response debris management and recovery operations. From critical support roles to full turnkey program management, TFR is recognized as an industry leader with unmatched experience and recovery expertise. Our leadership and staff have collectively supported more than 500 project activations, including the simultaneous management of 26 missions across multiple jurisdictions. Through strategic coordination and preparedness, our team has consistently mobilized personnel, equipment, and materials in under 24 hours and often within hours, ensuring immediate and effective response following natural disasters.

Subcontractors and Vendors That Enhance Response Capability and Capacity – TFR partners with some of the nation's leading debris management firms to maximize rapid response capability. Over the past 36 years, our subcontractor and vendor network has been instrumental in meeting the demanding objectives of multistate disaster response operations. We maintain long-standing, quality relationships with proven partners and actively expand our team through outreach across geographic regions, incorporating both large and small businesses that meet our high standards for performance and reliability.

Key Personnel and Staffing Approach

TFR assumes full responsibility for the efficient and effective execution of this emergency debris removal contract. As a proven federal contractor, we maintain an established organizational structure and staffing approach that ensures clear lines of communication and authority. Our contract management procedures, combined with project staff experienced in collaborating with USACE, FEMA, and other government agencies, enable seamless coordination and successful mission execution.

To support our operational capacity, TFR has access to a nationwide network of tens of thousands of qualified subcontractors, providing unmatched flexibility and scalability for emergency response operations. This extensive pool allows us to rapidly supplement personnel, equipment, and specialized services as needed. This ensures that even the largest or most geographically dispersed disaster events can be managed effectively. By maintaining long-standing relationships and pre-vetted capabilities, TFR can seamlessly integrate subcontractors into our operations while upholding the highest standards of quality, safety, and efficiency.

Key Advantages of Our Personnel and Staffing Approach

- ☑ **Contract execution.** ➔ Our proven project delivery process has demonstrated our success in fully integrating in-house personnel and team members on similar time-sensitive disaster response programs.
- ☑ **Highly qualified key personnel, hand-selected for their expertise and experience.** ➔ We offer skilled project managers and safety professionals who have responded to the largest man-made and natural disasters and provided debris services across the country.
- ☑ **Cohesive and efficient execution.** ➔ Clear roles and responsibilities/communication channels.
- ☑ **Ability to handle fluctuating workloads and simultaneous projects.** ➔ TFR has a demonstrated track record of managing multiple large-scale federal projects concurrently.
- ☑ **Extensive in-house resources ensure the ability to staff multiple teams when needed** ➔ TFR possesses the personnel, equipment, and logistical resources necessary to effectively oversee and coordinate multiple teams simultaneously.

Key Personnel

TFR brings highly qualified key personnel with extensive experience working on large-scale debris removal projects. Our team has collectively supported over 500 disaster contract activations, providing management and leadership for tornado responses and numerous recent hurricanes, including Helene, Milton, Idalia, Laura, and Beryl. With decades of hands-on disaster response experience, TFR offers unmatched knowledge and expertise in debris management, ensuring efficient, compliant, and effective recovery operations.

Organization

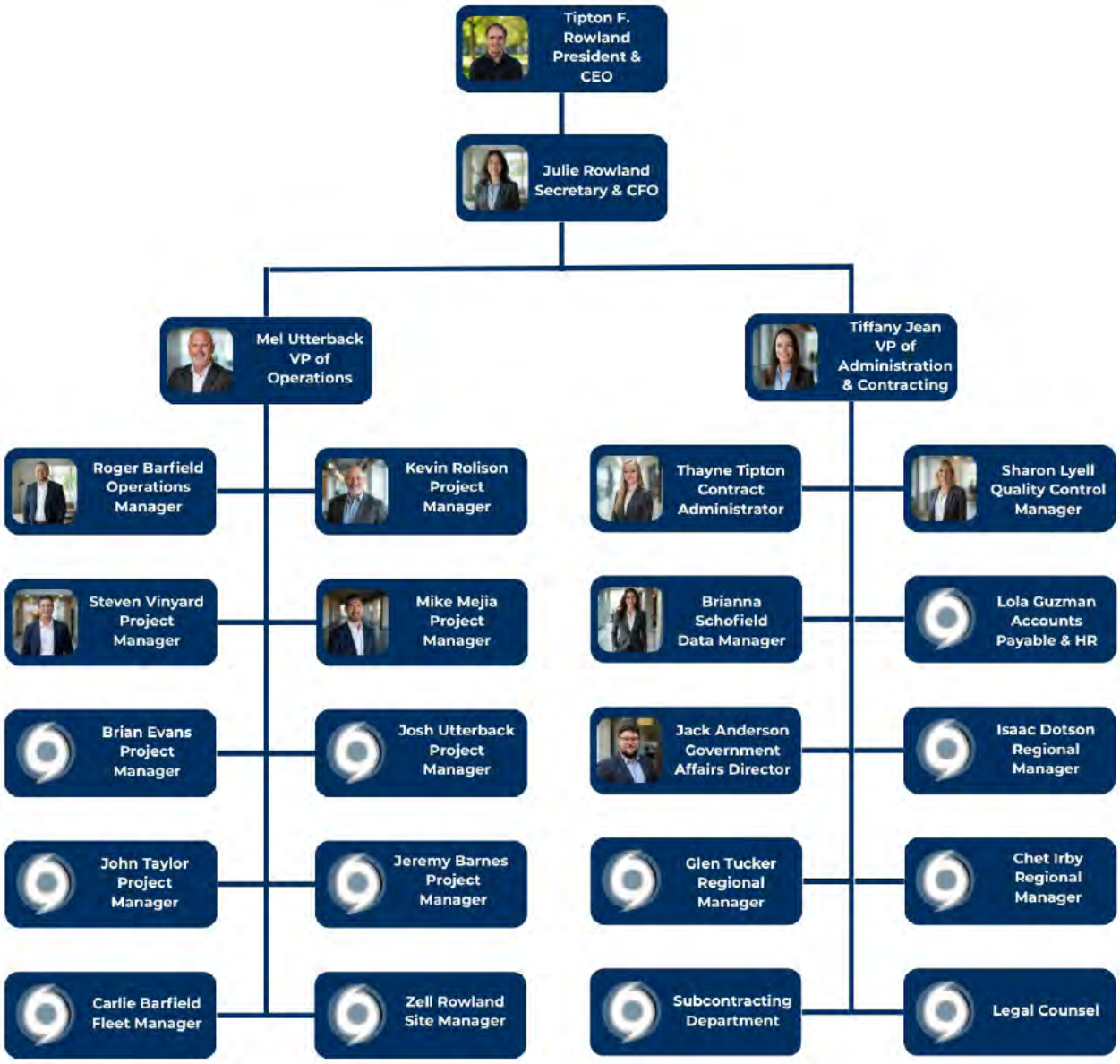
Our organization is structured to provide proactive leadership nationwide while effectively managing project risks and ensuring maximum responsiveness to our clients. TFR maintains full control over all management activities, delivering a dedicated, proven team ready to execute any debris management mission with the highest standards of quality, professionalism, and efficiency.

Our proven management approach, successfully implemented on previous disaster response contracts, will be applied to this agreement to clearly establish the roles and responsibilities of all team members and supporting staff.

Through our established network of contractors and vendors and our direct knowledge of their capabilities and past performance in emergency response and debris management, we can quickly deploy the most qualified resources to meet the requirements of this contract.

TFR will augment capacity for multiple large-scale task assignments by engaging additional subcontractors as needed, with priority given to local small and medium-sized businesses. In addition, TFR maintains a Project Manager callback list that enables rapid deployment of qualified leadership personnel to support surge requirements. This combined approach promotes cost efficiency, strengthens performance, and supports the local economy.

Team Organization Chart



TFR's organizational structure is designed to minimize the gap between the operations manager and field personnel, tailored to the size and scope of each response. By reducing the separation between

management staff and field supervisors, we enhance team connectivity and promote greater communication throughout the operation. Key features of our organizational structure include:

Structure	Description
Streamlined Chain-of-Command Led by the Operations Manager	Empowered by Corporate leadership to make timely decisions and access resources, ensuring an effective response to each client and their debris mission requirements.
Clear Communication Channels	Maintain direct, transparent lines of communication across all levels of the operation.
Experienced Leaders in Every Key Position	Our debris management experts are ready to deliver results immediately, working seamlessly both internally and with all stakeholders.
Independent Reporting for Quality and Safety	Project Quality and Safety Managers report directly to TFR Corporate Quality and Safety, ensuring safety, health, and quality standards are never compromised.
Established Network of Strategic Partners and Pre-Qualified Subcontractors	Ensures rapid deployment of additional resources with confidence in their ability to meet project demands effectively.

Our key personnel have been carefully selected for their extensive experience in disaster recovery operations, proven leadership, and comprehensive debris management expertise. They are prepared to mobilize immediately to disaster sites across the nation. Below is a brief introduction to our Vice President of Operations and Operations Manager, both of whom are available 24 hours a day to support clients and respond to any needs that may arise.



Mel Utterback, VP of Operations
(606) 776-9782, melvin@tfrinc.com
For over 20 years, Mel has led and coordinated debris removal operations in response to natural disasters and large-scale construction projects. Renowned for an unwavering commitment to safety, operational efficiency, and regulatory compliance, Mel directs complex logistics, supervises crews, and ensures meticulous documentation to support FEMA reimbursement. Taking a hands-on approach, Mel is actively involved in every task assigned to TFR, providing leadership and oversight at every stage of each project.



Roger Barfield, Operations Manager
(407) 868-0568, roger@tfrinc.com
Mr. Barfield joined our team in 2016 following successful employment with a heavy highway construction firm. With extensive experience in civil construction, he has an extensive background in occupational safety, risk management, and regulatory compliance training. Since joining TFR, he has leveraged his expertise to oversee large-scale debris removal operations, ensuring rapid mobilization, efficient logistics, and strict adherence to FEMA, state, and local regulations. Mr. Barfield excels in coordinating crews, managing subcontractors, and implementing operational protocols that maximize productivity while maintaining the highest safety standards.

Experience and Qualifications of Key Personnel

To provide the most responsive and effective proposal, TFR has assembled a highly experienced team of key personnel with expertise in a wide range of debris missions, including hurricanes, floods, tornadoes, wildfires, ice storms, and other natural and man-made disasters. Each team member possesses a thorough understanding of the roles, responsibilities, lines of communication, and operational challenges associated with rapid deployment in emergency scenarios. They are fully capable of executing any debris mission assigned to them. The TFR team brings proven, field-tested experience in damage assessment, debris removal, reduction, disposal, and overall debris management, coupled with the technical capabilities necessary to respond effectively to large-scale disaster events.

Management Team Available to the Town of Fort Myers Beach

Key Personnel	Position	Worked Together	Industry Experience	Disaster Experience
Melvin Utterback	Vice President of Operations	✓	21 Years	HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING
Roger Barfield	Operations Manager	✓	9 Years	HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING
Tiffany Jean	Contract Manager	✓	18 Years	HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING
Kevin Rolison	Project Manager	✓	23 Years	HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING
Steven Vinyard	Project Manager	✓	10 Years	HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING
Mike Mejia	Project Manager	✓	17 years	HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING
Brian Evans	Project Manager	✓	7 Years	HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING
Jeremy Barnes	Project Manager	✓	11 Years	HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING
John Taylor	Site Manager	✓	11 Years	HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING

Team members assigned to the Town of Fort Myers Beach will not be substituted without the prior written permission of the Town.

Operations Manager: The Operations Manager will oversee and direct all field operations for TFR, ensuring that each mission is executed efficiently, safely, and in full compliance with corporate, municipal, state, and federal safety and environmental regulations. In addition to managing day-to-day field activities, the Operations Manager will provide strategic oversight of resources, personnel, and operational protocols to optimize debris removal and management efforts. Key responsibilities include:

Snapshot of Team Certifications

- ☑ **United States Army Corps of Engineers,** Construction Quality Management
- ☑ **United States Army Corps of Engineers,** 30-Hour Construction Safety
- ☑ **United States Army Corps of Engineers,** Safety Level 2 Assessment
- ☑ **United States Army Corps of Engineers,** Debris Level Two
- ☑ **National Incident Management System** ICS-100,200,700,703,706,800
- ☑ **OSHA** 40-Hour HAZWOPER

- Directing and supervising all project managers, site managers, and safety officers to ensure coordinated and effective field operations.
- Strategically deploying company-owned and subcontractor resources to debris zones, maximizing operational efficiency based on geographic and demographic considerations.
- Developing and implementing debris management plans that maximize recycling and diversion opportunities, whenever possible.
- Monitoring operational performance, ensuring adherence to safety standards, and risk mitigation in dynamic disaster environments.
- Coordinating with local, state, and federal officials to maintain compliance, facilitating data reporting, and supporting FEMA reimbursement documentation.

The Operations Manager plays a critical role in maintaining TFR's reputation for rapid mobilization, effective resource utilization, and safe, compliant debris management across diverse disaster scenarios.

Contract Manager: The Contract Manager serves as the primary liaison between the client and TFR throughout the entirety of the debris mission, ensuring seamless communication, coordination, and execution. Available 24 hours a day, 7 days a week, the Contract Manager utilizes multiple communication methods, including cell phones, satellite phones, and email, to maintain constant connectivity with all stakeholders. Key responsibilities include:

- Acting as the primary point of contact for the client and any consulting firm involved.
- Receiving client direction and translating it into a corporate strategy that effectively meets project objectives.
- Coordinating closely with the Operations Manager to mobilize resources efficiently and respond to evolving field conditions.
- Supervising the execution of contract documents to ensure compliance with all terms and conditions.
- Ensuring all corporate reports, deliverables, and updates are accurate, timely, and aligned with client expectations.
- Proactively addressing client needs, resolving issues, and maintaining strong professional relationships throughout the mission.

The Contract Manager plays a pivotal role in maintaining TFR's reputation for responsive, reliable, and fully compliant debris management services across all disaster scenarios.

Project Manager: Project Managers are responsible for overseeing day-to-day operations within the assigned debris zone(s), ensuring that all activities are conducted safely, efficiently, and in full compliance with FEMA guidelines and client requirements. Key responsibilities include:

- Ensuring all operational processes within their debris zone adhere to the latest versions of the FEMA Debris Management Guide and the Public Assistance Program and Policy Guide.
- Hosting daily instructional and safety meetings in conjunction with the Safety Officer to reinforce protocols and maintain a safe work environment.
- Serving as the initial point of contact and resolution for any site or community complaints.
- Directing debris crews to assign work zones and monitoring performance to ensure efficient execution of tasks.
- Preparing and maintaining daily reports, including detailed logs of activities, progress, and any issues within the zone.
- Assigning and managing daily road schedules to optimize debris removal and resource utilization.
- Coordinating closely with the Site Manager and Operations Manager to ensure alignment with overall project objectives and timelines.

Project Managers play a pivotal role in maintaining operational efficiency, regulatory and safety compliance, and overall success of TFR's debris management missions.

Safety Manager: The Safety Manager holds full responsibility and authority over all safety matters across all levels of contract performance. This includes the authority to unilaterally alter, suspend, or halt any operation or portion thereof that poses a threat to life, health, safety, or the environment. Key responsibilities include:

- Developing, implementing, and enforcing comprehensive safety protocols to protect personnel, equipment, and the environment.
- Ensuring full compliance with OSHA, USDOT, DOL, EPA, and all other applicable federal, state, and local regulatory requirements.
- Conducting daily safety inspections, onsite training, and operational audits to maintain strict adherence to safety standards.
- Maintaining thorough documentation and reporting of all safety activities, incidents, and corrective actions.
- Communicating safety requirements, updates, and recommendations to all levels of field and management personnel.
- Proactively identifying hazards and implementing preventive measures to mitigate risks before they impact operations.

The Safety Manager is a critical leader in maintaining TFR's commitment to a safe, compliant, and environmentally responsible debris management operation.

Site Manager: The Site Manager is responsible for overseeing all operations within their assigned debris management site, ensuring safe, efficient, and compliant debris handling. Key responsibilities include:

- Maintaining strict compliance with all safety regulations, implementing protocols to protect personnel and equipment.

- Monitoring and enforcing environmental compliance, including proper handling, storage, and disposal of debris.
- Overseeing proper debris segregation, reduction, and processing to maximize efficiency and recycling opportunities where feasible.
- Coordinating reduction and haul-out schedules to optimize workflow, resource utilization, and timely debris removal.
- Managing site personnel, subcontractors, and equipment to ensure operations run smoothly and meet project milestones.
- Reporting site progress, issues, and metrics to the Operations and Contract Managers to support overall mission success.

The Site Manager plays a critical role in ensuring that each debris management site operates safely, efficiently, and in full compliance with all regulatory and client requirements.

Staffing Approach

TFR's ability to place the right people in the right positions is central to our streamlined and effective mission support model. Equipped to respond at both regional and national levels, we offer flexible staffing and rapid mobilization to meet any client requirement. Our approach prioritizes assigning highly qualified personnel to each project, large or small, while incorporating local resources whenever practical to enhance community recovery and operational efficiency. The following sections describe how TFR's staffing structure adapts to changing workloads and simultaneous missions, reduces turnover, and sustains a dependable, well-trained workforce, supported by our network of experienced subcontractors.

Core Resources & Capabilities to Meet Requirements at Notice to Proceed

TFR has the capacity, expertise, and resources to carry out all contract requirements immediately upon receiving a Notice to Proceed. When additional support is necessary, we draw on a wide network of vetted subcontractors to deliver services efficiently and cost-effectively. Based on project needs, TFR may self-perform work, subcontract it, or use a blended approach. Our teams integrate subcontractors seamlessly, partnering with established firms as well as local, small, and national companies to improve performance, responsiveness, and value.

Our project delivery model has consistently proven successful in coordinating in-house staff, team partners, and local small businesses on fast-paced disaster response efforts. For example, after the Bastrop County, TX wildfire, in which more than 34,000 acres burned and destroyed over 1,600 homes, TFR mobilized within 24 hours of the Notice to Proceed. We deployed an experienced management team, performed initial damage assessments, and oversaw debris removal of construction and demolition materials, vegetative debris, and hazardous trees. Throughout the project, TFR managed more than 20 subcontractors and over 150 subcontractor personnel and vendors, with small businesses completing roughly 75% of the work, over half of them based within 150 miles of Bastrop County.

Execution and Staffing Options:

- Complete self-performance using TFR's in-house workforce and contingent hires.
- Hybrid approach combining TFR personnel with pre-qualified local or regional subcontractors.

The choice of execution method depends on factors such as overall cost and the availability of qualified local technical resources. Regardless of approach, TFR provides all management staff and oversees

operations under its established management processes, controls, and protocols. Our organizational structure and coordination methods are specifically designed to enable effective oversight and execution of multiple concurrent missions.

Staffing and Recruitment Approach

Staffing needs often shift throughout the life of a task assignment as operational tempo, scope, and technical requirements change. To remain agile and maintain adequate personnel coverage, we draw on a broad network of staffing partners and established recruiting processes. When supplemental personnel are needed, we rely on several core recruitment pathways:

Recruitment of Outside Personnel- We utilize a robust candidate management system that enables continuous roster development and supports routine recruiting activities. This system captures essential qualification data, including professional experience, training, and certifications (such as CDL), prior project involvement, client familiarity, and language skills, which allows us to quickly match candidates to specific role requirements.

Subcontractor Sourcing- Our key subcontractors maintain large, vetted pools of regional and local subcontractors to ensure reliable nationwide support. For example, Timberline Trading and Lyellco, Inc. manage expansive networks and have collectively engaged more than 500 subcontractors across the country in recent years for emergency and contingency operations. The percentage of work to be performed by subcontractors will be determined by the magnitude and scope of the disaster event. Small-scale projects will be completed entirely with TFR's in-house personnel and equipment, while large-scale events may require the engagement of additional subcontractor resources to supplement internal capabilities and ensure timely and efficient debris removal operations.

Hiring Within the Affected Community- Whenever possible, we supplement staffing by recruiting individuals from the impacted area. While disaster locations cannot be forecasted, we have well-established procedures for mobilizing rapid local hiring efforts once an event is anticipated or has occurred. These efforts may involve community job fairs, targeted outreach via newspapers, coordinated social media announcements, or local radio and television notifications. These methods consistently generate strong applicant turnout.

Digital and Social Media Outreach- Our recruiting personnel also use a range of online platforms to identify and engage qualified candidates across the United States and abroad. Platforms such as LinkedIn, Facebook, and Twitter are routinely used for outreach. We also advertise opportunities on military-focused job boards, including Wounded Warrior and Military Hire, to connect with transitioning service members and veterans.

Adapting to Dynamic Workloads and Managing Multiple Debris Operations

TFR has a demonstrated ability to manage multiple, simultaneous task orders across one or more regions. Our capability stems from a combination of experienced personnel, nationwide resources, and disciplined project management practices that ensure timely, compliant, and cost-effective results. Key strengths include:

- Centralized oversight from debris-experienced operations staff providing real-time guidance, supported by empowered project teams located near each site.

- Requirements-driven project execution, balancing self-performance and subcontracting to optimize cost and efficiency.
- Refined management processes honed through extensive experience in disaster response and contingency operations.
- An experienced Prime Contractor with a history of completing over 500 FEMA-funded debris removal projects and managing more than $2 billion in disaster and contingency contracts.
- Trusted major subcontractors with proven emergency response capabilities.
- Nationwide partnerships provide access to personnel, equipment, and trucking resources, while prioritizing local and small business engagement whenever possible.

Management Approach for Executing Concurrent Missions

TFR's management approach for executing concurrent missions is grounded in clear communication, defined responsibilities, and coordinated leadership. This structure ensures effective oversight, efficient resource allocation, and consistent performance across all task assignments. Our approach is based on the following tenets:

Executing Concurrent Debris Missions	
Single Point of Contact	The Project Manager will serve as the single point of contact, providing a clear and direct communication channel. For simultaneous projects or multiple operational sectors, additional Project or Site Managers will be assigned as needed to maintain effective command and control at each location.
Clear Roles and Responsibilities	The Operations Manager will assign Project and Site Managers based on project scope and complexity. All support staff, subcontractors, and crews will report to the Project Manager. With a deep bench of qualified personnel and equipment, TFR can rapidly deploy the right mix of labor, materials, and machinery for every mission. The Project Manager is responsible for staffing, subcontractor oversight, budget, schedule, technical quality, and all aspects of the assigned task order.
Proactive Corporate Leadership	In collaboration with the Operations Manager, the Project Manager will monitor team performance, resource allocation, and client satisfaction. TFR's leadership remains committed to providing the necessary resources and corporate support to ensure the successful execution of every project, regardless of location or complexity.
Cohesive Team Coordination	The TFR team is highly experienced in managing multiple operations simultaneously while coordinating with local governments, regulatory agencies, military entities, and other stakeholders. The Project Manager will oversee coordination among technical staff, scheduling, and deliverables. All personnel are connected through TFR's robust communication systems and collaboration tools, ensuring seamless coordination and uninterrupted service delivery for each client.
Access to Vast Reach-Back Capabilities	With access to more than 400 TFR on-call personnel, our team can quickly engage additional management, technical specialists, and support personnel to address any issue or provide surge capacity as needed. Additionally, TFR maintains strong partnerships with subcontractor offices and equipment dealerships across the U.S. The Operations Manager, working closely with Project Managers, coordinates access to these resources to ensure timely and effective support for all task orders.

Minimizing Turnover and Retaining Skilled Personnel

Key Personnel: TFR places a strong emphasis on recruiting, retaining, and developing highly qualified staff through adherence to established policies and procedures. By selecting individuals who share our

commitment to safety, compliance, and performance, we ensure long-term retention and continuity across projects. We foster a workplace culture that promotes engagement, satisfaction, and professional growth, supported by competitive compensation, benefits, and incentives that attract and retain top talent. Our workforce stability is reinforced through:

- Comprehensive orientation and onboarding programs
- Open, frequent, and transparent communication throughout projects
- Careful planning for employee safety, security, and well-being
- Competitive pay structures, performance rewards, and recognition programs

Even in the high-pressure environment of disaster response, TFR consistently retains experienced personnel who provide reliability and continuity. Our retention strategies address all factors impacting employee satisfaction, and our major subcontractors implement similar programs to maintain stable and committed teams.

Local Workforce: TFR prioritizes engaging local labor whenever possible, utilizing qualified, licensed subcontractors and vendors to support both recovery efforts and the local economy. Post-disaster conditions can make retention challenging due to demanding schedules and personal obligations. To address this, TFR employs proven strategies to maintain engagement and performance, including:

- Competitive pay rates aligned with local market conditions
- Timely, reliable payments on a weekly or bi-weekly basis
- Performance incentives, such as 10% retainage upon project completion
- Relationship building to demonstrate future contracting opportunities

We believe that partnering with local contractors delivers cost-effective, efficient results while supporting community recovery. Our subcontractors repeatedly work with TFR because we prioritize their success, safety, and fair treatment. High standards for safety and performance are strictly enforced; personnel who do not meet these standards are not retained. This ensures that every member of our workforce, local or otherwise, operates safely, effectively, and with a shared commitment to restoring affected communities.

Availability of Personnel

Ensuring that qualified personnel are always available is fundamental to maintaining the efficiency, safety, and overall success of debris management operations. TFR maintains a fully staffed reserve of experienced professionals who are prepared to mobilize quickly in support of mission requirements. Key personnel remain on continuous standby, enabling seamless coordination, rapid decision-making, and effective oversight from the outset of an event through final closeout.

TFR employs a layered staffing approach that incorporates both immediate-response personnel and scalable surge capacity. In the event of unforeseen circumstances or heightened operational demands, our contingency staffing protocols allow us to draw upon pre-identified resources, including subcontractor partners and supplemental specialists. This ensures operational continuity, mitigates delays, and provides the flexibility required to address evolving field conditions.

A qualified Project Manager can be deployed to the affected area within 12–24 hours of notice. Upon arrival, the Project Manager initiates critical early-phase activities such as preliminary damage assessments, coordination and kick-off meetings with the client, identification and evaluation of debris management sites, and scoping of equipment, staffing, and materials needed to support the recovery effort. This rapid mobilization capability enables TFR to establish operational readiness quickly and support a timely transition into full-scale debris operations.

The following summary illustrates the depth and breadth of TFR's operational capabilities. Over the past decade, we have continuously refined our staffing strategies, recruitment pipelines, and resource management systems. These improvements, grounded in lessons learned across numerous disaster-response and recovery contracts, ensure that TFR can deliver reliable, high-performance personnel support for any activation.

TFR Offers Depth of On-Call Resources in Many Key Disciplines



Staff Training

TFR's comprehensive training programs are designed to ensure that all personnel assigned to a project are fully prepared to deploy on short notice and perform their duties safely, efficiently, and in full compliance with contract requirements. Our training approach emphasizes not only technical proficiency but also adherence to quality, safety, and procedural standards, including Quality Control (QC), Environmental Health and Safety (EHS), and security protocols. These programs are applied consistently across in-house staff, subcontractor teams, and locally hired personnel to maintain a unified level of readiness.

Subcontractors supporting TFR operations remain response-ready by maintaining proper training for their personnel and ensuring that all equipment is routinely inspected, maintained, and fully operational. Standard training components include service-specific certifications, hands-on skills demonstrations conducted with TFR staff, and ongoing instruction in environmental health and safety practices. This structured approach ensures that every team member, regardless of their

organizational affiliation, can execute their responsibilities effectively under challenging conditions.

TFR actively integrates lessons learned from previous operations into our training curriculum. Our team participates in post-event and pre-event planning sessions, after-action reviews, and client-led lessons-learned exercises to continually refine standard operating procedures and enhance operational effectiveness.

In addition to formal training, TFR conducts regular program exercises and rehearsals to test systems, equipment, and personnel readiness. These exercises simulate sample Task Orders and replicate the scope of work expected during large-scale, short-notice contingency operations. Through these practical drills, the TFR team:

- Confirms that all systems, processes, and personnel capabilities are prepared to support rapid mobilization and sustained operations.
- Identifies any gaps or areas requiring corrective action before actual deployment.
- Practices functioning as an integrated, cohesive operational team.
- Enhance contingency plans and standard operating procedures for improved efficiency and safety.
- Ensures personnel are fully prepared to respond effectively under real-world conditions.

By combining formal training, practical exercises, and continuous process improvement, TFR maintains a workforce that is consistently ready to meet the demands of complex debris management and disaster-response operations, providing clients with confidence in our ability to deliver safe, timely, and high-quality performance.

Facilities to Service the Town of Fort Myers Beach

TFR Enterprises Inc.'s office, located at 7128 E. US 90, Lee, Florida, will serve as the primary mobilization point for equipment, personnel, and operational resources in support of the Town of Fort Myers Beach. Situated approximately five hours from the Town, this location enables the rapid and efficient deployment of assets necessary to initiate response operations immediately following activation. Upon arrival on-site, TFR will establish a fully functional temporary field office within Fort Myers Beach to provide centralized command, logistical coordination, communications, supervision, and administrative support for all project activities throughout the duration of the contract.

TIPTON ROWLAND

PRESIDENT/CHIEF EXECUTIVE OFFICER



CONTACT

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Leander, TX

www.tfrinc.com

PERFORMANCE SKILLS

- Strategic leadership
- Operational Oversight
- Crisis Management
- Team Leadership & Development
- Stakeholder Relations
- Innovation & Adaptability
- Contract Negotiations

PROFILE

Mr. Rowland provides "hands-on" oversight as President and Chief Executive Officer of TFR Enterprises, Inc., he has successfully performed as a damage assessment evaluator, cost proposal estimator, project supervisor, safety, and compliance officer, and has assisted in interacting with local government officials in developing debris management policies in compliance with State and Federal (FEMA) reimbursement regulations.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida & Georgia	2024
Hurricane Milton, Florida	2024
Severe Weather Event, Texas	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023
Severe Weather Event, Kansas & Kentucky	2023
Tornado, Tennessee	2023
Tornado, Arkansas	2023
Ice Storm, Oklahoma & Texas	2023
Tornado, Alabama	2023
Hurricane Ian, Florida	2023
Derecho, Iowa	2022
Tornado, Alabama & Georgia	2022
Tornado, Kentucky	2022
Winter Storm, Oregon	2022
Hurricane Ida, Louisiana	2021
Derecho, Iowa	2021
Flooding, Texas	2021
Ice Storm, Kentucky	2021
Ice Storm, Texas	2021
Hurricane Zeta, Mississippi	2020
Hurricane Laura, Louisiana	2020
Hurricane Dorian, North Carolina	2019
Hurricane Michael, Florida	2018
Hurricane Florence, North Carolina	2018
Hurricane Irma, Florida	2017
Additional Disaster Events	1992-2016

JULIE ROWLAND

CHIEF FINANCIAL OFFICER



CONTACT

512-751-9799

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CERTIFICATIONS

- FEMA IS-035
- FEMA IS-037
- FEMA IS-100
- FEMA IS-101
- FEMA IS-700
- FEMA- Debris Management Planning for State, Tribal, and Local Officials
- GHC TS 10: Debris Management & Monitoring RFP's

PROFILE

With 35 years in Debris Management Operations, Julie Rowland is a proven leader in project oversight, efficiency, and compliance. She excels at managing personnel, streamlining operations, and ensuring regulatory compliance.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida & Georgia	2024
Hurricane Milton, Florida	2024
Severe Weather Event, Texas	2024
Hurricane Beryl, Texas	2023
Hurricane Idalia, Florida	2023
Severe Weather Event, Kansas & Kentucky	2023
Tornado, Tennessee	2023
Tornado, Arkansas	2023
Ice Storm, Oklahoma & Texas	2023
Tornado, Alabama	2023
Hurricane Ian, Florida	2022
Derecho, Iowa	2022
Tornado, Alabama & Georgia	2022
Tornado, Kentucky	2022
Winter Storm, Oregon	2021
Hurricane Ida, Louisiana	2021
Derecho, Iowa	2021
Flooding, Texas	2021
Ice Storm, Kentucky	2021
Ice Storm, Texas	2021
Additional Disaster Events	2021
	1992-2020

EDUCATION

Bachelor of Arts in Communications and Fine Arts
University of Memphis, Memphis TN 1989-1992

TIFFANY JEAN

CONTRACT MANAGER



CONTACT

512-565-0710

tiffany@tfrinc.com

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CERTIFICATIONS

- FEMA IS-001
- FEMA IS-005
- FEMA IS-035
- FEMA IS-100
- FEMA IS-200
- FEMA IS-800
- FEMA IS-906
- FEMA IS-907
- FEMA IS-909
- USACE- Construction Quality Management
- Project Management Workshop
- DOT Compliance Workshop
- Drug & Alcohol Workshop
- GHC TS 10: Debris Management
- Microsoft: Intermediate & Advanced
- CPR Certified

PROFILE

Mrs. Jean has over 17 years of contract management experience, overseeing contract documentation and regulatory registrations nationwide. Known for her attention to detail and responsiveness, she ensures compliance with contract requirements and FEMA reimbursement standards, staying current with policy changes.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida & Georgia	2024
Hurricane Milton, Florida	2024
Severe Weather Event, Texas	2024
Hurricane Beryl, Texas	2023
Hurricane Idalia, Florida	2023
Severe Weather Event, Kansas & Kentucky	2023
Tornado, Tennessee	2023
Tornado, Arkansas	2023
Ice Storm, Oklahoma & Texas	2023
Tornado, Alabama	2023
Hurricane Ian, Florida	2022
Derecho, Iowa	2022
Tornado, Alabama & Georgia	2022
Tornado, Kentucky	2021
Winter Storm, Oregon	2021
Hurricane Ida, Louisiana	2021
Derecho, Iowa	2021
Flooding, Texas	2021
Ice Storm, Kentucky	2021
Ice Storm, Texas	2021
Additional Disaster Events	2008-2020

EDUCATION

Bachelor of Arts in History
Texas A&M University, College Station, Texas 2004-2007

THAYNE TIPTON

CONTRACT ADMINISTRATOR



CONTACT

361-401-0657

thayne@tfrinc.com

601 Leander Drive,
Leander, TX

www.tfrinc.com

CERTIFICATIONS

- FEMA IS-005 CPR Certified
- FEMA IS-008
- FEMA IS-010
- FEMA IS-011
- FEMA IS-015
- FEMA IS-018
- FEMA IS-019
- FEMA IS-021
- FEMA IS-026
- FEMA IS-027
- FEMA IS-029
- FEMA IS-030
- FEMA IS-031
- FEMA IS-032
- FEMA IS-035
- FEMA IS-036
- FEMA IS-037
- FEMA IS-042
- FEMA IS-045
- FEMA IS-066
- FEMA IS-075
- FEMA IS-100
- FEMA IS-102
- FEMA IS-103
- FEMA IS-200
- FEMA IS-230

PROFILE

Thayne is responsible for organizing and maintaining contract documentation while actively contributing to the review and assembly of proposal submissions. With a background in Information Technology and Database Management, she ensures accurate record-keeping and comprehensive documentation of ongoing projects. Thayne continuously reviews FEMA policies and reimbursement procedures to uphold compliance with the Public Assistance Program and Policy Guide, ensuring seamless adherence to regulatory requirements.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida & Georgia	2024
Hurricane Milton, Florida	2024
Severe Weather Event, Texas	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023
Severe Weather Event, Georgia	2023

EDUCATION

Bachelor of Arts in English
Texas A&M University, College Station, Texas 2017-2021

SHARON LYELL

QUALITY CONTROL MANAGER



CONTACT

512-576-3000

sharon@tfrinc.com

601 Leander Drive,
Leander, TX

www.tfrinc.com

CERTIFICATIONS

- FEMA IS-037
- FEMA IS-037.19
- USACE- Construction Quality Management
- FLDOT- TTC Advanced Course
- DOT- Safety Management Controls
- Level 1 Antiterrorism Awareness Training
- Project Management Workshop
- CPR Certified

PROFILE

With 32 years of experience in project management and quality control, Sharon ensures safe, efficient, and compliant operations as TFR's Quality Control Manager. Over the past 19 years, she has overseen 140+ projects, enforcing strict quality control measures, subcontractor compliance, and FEMA reimbursement documentation. She maintains strong relationships with debris hauling and hazardous tree removal subcontractors, providing annual training on TFR procedures and FEMA policies. With expertise in quality assurance, zero defects, and process improvement, Sharon ensures full compliance with FEMA's Public Assistance Program, maximizing funding eligibility for applicants.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida	2024
Hurricane Helene, Georgia	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023
Severe Weather, Kansas	2023
Tornado, Kentucky	2023
Tornado, Arkansas	2023
Ice Storm, Texas	2023
Hurricane Ian, Florida	2022
Ice storm, Kentucky	2021
Hurricane Laura, Louisiana	2020
Hurricane Isaias, Texas	2020
Derecho, Iowa	2020
Hurricane Dorian, North Carolina	2019
Hurricane Florence	2018
Floods, Texas	2018
Hurricane Irma, Florida	2017
Hurricane Harvey, Texas	2017
Hurricane Matthew, Florida	2016
Floods, Louisiana	2016
Floods, Texas	2015
Ice Storm, Oklahoma	2015
Severe Weather, Texas	2015
Ice Storm, Tennessee	2015
Additional Disaster Events	2006-2014

BRIANNA SCHOFIELD

DATA MANAGER



CONTACT

435-705-1251

brianna@tfrinc.com

601 Leander Drive,
Leander, TX

www.tfrinc.com

PERFORMANCE SKILLS

- Data Collection & Analytical Skills
- Real Time Tracking Systems
- Quality Assurance & Data Accuracy
- Compliance & Documentation
- Risk Management
- Microsoft Word

PROFILE

Mrs. Schofield joined our team in 2023, specializing in data collection, analysis, and reporting for disaster recovery and waste removal operations. She is highly skilled in real-time tracking systems and database management to optimize logistics, ensure compliance, and enhance operational efficiency. With a strong focus on FEMA reporting accuracy, she excels at improving data workflows and coordinating with field teams to maintain seamless information flow. Her expertise in data-driven decision-making supports strategic planning while upholding the highest standards of accuracy and regulatory compliance.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida	2024
Hurricane Helene, Georgia	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023

MEL UTTERBACK

VICE PRESIDENT OF OPERATIONS



CONTACT

606-776-9782

melvin@tfrinc.com

601 Leander Drive,
Leander, TX

www.tfrinc.com

PERFORMANCE SKILLS

- Leadership & Team Management
- Strategic Planning
- Process Improvement & Efficiency
- Compliance & Quality Control
- Financial & Budget Control
- Safety Leadership
- Compliance with Regulations & Standards

PROFILE

Since 2004, Mel has been overseeing and coordinating debris removal operations in response to natural disasters and large-scale construction projects. With a strong focus on safety, efficiency, and compliance, Mel manages logistics, supervises crews, and ensures accurate documentation for FEMA reimbursement.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida & Georgia	2024
Hurricane Milton, Florida	2024
Severe Weather Event, Texas	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023
Severe Weather Event, Kansas & Kentucky	2023
Tornado, Tennessee	2023
Tornado, Arkansas	2023
Ice Storm, Oklahoma & Texas	2023
Tornado, Alabama	2023
Hurricane Ian, Florida	2023
Derecho, Iowa	2022
Tornado, Alabama & Georgia	2022
Tornado, Kentucky	2022
Winter Storm, Oregon	2022
Hurricane Ida, Louisiana	2021
Derecho, Iowa	2021
Flooding, Texas	2021
Ice Storm, Kentucky	2021
Ice Storm, Texas	2021
Hurricane Zeta, Mississippi	2020
Hurricane Laura, Louisiana	2020
Hurricane Dorian, North Carolina	2019
Hurricane Michael, Florida	2018
Hurricane Florence, North Carolina	2018
Hurricane Irma, Florida	2017
Hurricane Matthew, Florida	2016
Ice Storm, Oklahoma	2007
Hurricane Katrina, Louisiana & Mississippi	2005
Hurricane Ivan, Florida	2004

ROGER BARFIELD

OPERATIONS MANAGER



CONTACT

407-868-0568

roger@tfrinc.com

601 Leander Drive,
Leander, TX

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CERTIFICATIONS

- FEMA IS-010
- FEMA IS-011
- FEMA IS-035
- FEMA IS-037
- FEMA IS-100
- FEMA IS-102
- FEMA IS-660
- FEMA IS-700
- OSHA 30
- OSHA 132
- OSHA 196
- OSHA- Occupational Safety and Health Trainer
- HAZWOPER 40-Hour
- FDOT- TTC Advanced
- NATMI/UC- Managing Motor Fleet Safety Programs

PROFILE

Mr. Barfield joined our team in 2016 following successful employment with a heavy highway construction firm. With extensive experience in civil construction, he has developed a strong background in occupational safety, risk management, and regulatory compliance.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida & Georgia	2024
Hurricane Milton, Florida	2024
Severe Weather Event, Texas	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023
Severe Weather Event, Kansas & Kentucky	2023
Tornado, Tennessee	2023
Tornado, Arkansas	2023
Ice Storm, Oklahoma & Texas	2023
Tornado, Alabama	2023
Hurricane Ian, Florida	2022
Derecho, Iowa	2022
Tornado, Alabama & Georgia	2022
Tornado, Kentucky	2022
Winter Storm, Oregon	2021
Hurricane Ida, Louisiana	2021
Derecho, Iowa	2021
Flooding, Texas	2021
Ice Storm, Kentucky	2021
Ice Storm, Texas	2021
Additional Disaster Events	2008-2020

EDUCATION

Associate of Science, Occupational Safety and Health
Columbia Southern University, Orange Beach AL 2022-2024

STEVEN VINYARD

PROJECT MANAGER



CONTACT

512-619-1087

steven@tfrinc.com

601 Leander Drive,
Leander, TX

www.tfrinc.com

CERTIFICATIONS

- FEMA IS-035
- FEMA IS-037
- FEMA IS-317
- FEMA IS-321
- USACE- Construction Quality Management
- FLDOT- TTC Advanced Course
- Level 1 Antiterrorism Awareness Training
- CPR Certified

PROFILE

Mr. Vineyard is dedicated to delivering exceptional service and expertise. His extensive knowledge of FEMA guidelines allows him to expertly navigate the eligibility requirements for right-of-way debris removal, hazardous tree management, and waterway debris clearance. Additionally, he specializes in all aspects of debris management sites, including site selection, permitting, setup, and remediation.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Tennessee	2024
Severe Weather Event, Texas	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023
Severe Weather Event, Kansas & Kentucky	2023
Tornado, Tennessee	2023
Tornado, Arkansas	2023
Ice Storm, Texas	2023
Hurricane Ian, Florida	2022
Ice storm, Texas	2021
Hurricane Ida, Louisiana	2021
Hurricane Laura, Louisiana	2020
Hurricane Dorian, North Carolina	2020
Hurricane Michael, Florida	2019
Hurricane Florence, North Carolina	2018
Floods, Texas	2018
Hurricane Irma, Florida	2017
Hurricane Harvey, Texas	2017
Hurricane Matthew, Florida	2016
Floods, Louisiana	2016
Floods, Texas	2015
Ice Storm, Texas	2015

KEVIN ROLISON

PROJECT MANAGER



CONTACT

512-944-8766

kevin@tfrinc.com

601 Leander Drive,
Leander, TX

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CERTIFICATIONS

- FEMA IS-020
- FEMA IS-035
- FEMA IS-230
- FEMA IS-632
- FEMA IS-633
- USACE- 30 Hour Construction Safety
- FLDOT- TTC Advanced Course
- Level 1 Antiterrorism Awareness Training
- DOT 101- Safety Compliance
- Project Management Workshop
- Registered Flagger
- 60/60 DOT Supervisor Training

PROFILE

Mr. Rolison has been an integral part of our management team since 2002. He has deployed to more than 100 emergency debris removal projects nationwide for local, state, and federal government agencies. His leadership is proven to be among the best in the industry.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida	2024
Hurricane Helene, Georgia	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023
Severe Weather, Kansas	2023
Tornado, Kentucky	2023
Tornado, Arkansas	2023
Ice Storm, Texas	2023
Hurricane Ian, Florida	2022
Ice storm, Kentucky	2021
Hurricane Laura, Louisiana	2020
Hurricane Isaias, Texas	2020
Hurricane Dorian, North Carolina	2019
Hurricane Florence	2018
Floods, Texas	2018
Hurricane Irma, Florida	2017
Hurricane Harvey, Texas	2017
Hurricane Matthew, Florida	2016
Floods, Louisiana	2016
Floods, Texas	2015
Ice Storm, Oklahoma	2015
Severe Weather, Texas	2015
Ice Storm, Tennessee	2015
Additional Disaster Events	2002-2014

MIKE MEJIA

SERVICE MANAGER



CONTACT

512-688-9797

mike@tfrinc.com

601 Leander Drive,
Leander, TX

www.tfrinc.com

PERFORMANCE SKILLS

- Equipment Repair & Maintenance
- Fabrication
- Fleet Management
- Inventory & Logistics Coordination
- Regulatory Compliance
- Safety Leadership
- Scheduling

PROFILE

Since joining TFR in 2008 after Hurricane Ike, Mr. Mejia has been instrumental in maintaining the company's specialized fleet. With 17 years of experience in equipment repair and maintenance, he ensures minimal downtime by fabricating custom parts and leading on-site and in-house maintenance operations. Mike manages inventory, schedules repairs, and upholds strict safety standards, achieving zero injuries or incidents in the last five years.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida	2024
Hurricane Helene, Georgia	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023
Severe Weather, Kansas	2023
Tornado, Kentucky	2023
Tornado, Arkansas	2023
Ice Storm, Texas	2023
Hurricane Ian, Florida	2022
Ice storm, Kentucky	2021
Hurricane Laura, Louisiana	2020
Hurricane Isaias, Texas	2020
Hurricane Dorian, North Carolina	2019
Hurricane Florence	2018
Floods, Texas	2018
Hurricane Irma, Florida	2017
Hurricane Harvey, Texas	2017
Hurricane Matthew, Florida	2016
Floods, Louisiana	2016
Floods, Texas	2015
Ice Storm, Oklahoma	2015
Severe Weather, Texas	2015
Ice Storm, Tennessee	2015
Additional Disaster Events	2008-2014



JACK ANDERSON

GOVERNMENT RELATIONS AND BUSINESS DEVELOPMENT

CONTACT

- 407-760-0758
- jack@tfrinc.com
- 601 Leander Drive, Leander, TX
- www.tfrinc.com

CERTIFICATIONS

- FEMA IS-5.a, 8, 10, 11, 15,18, 19, 20, 21, 26, 27, 29, 35, 37, 42, 45, 64, 66, 75, 100, 102, 107, 111, 120.c, 144, 156, 200, 201, 212, 230, 235, 238, 240, 241, 242, 244, 245.c, 247.c, 253, 271, 279, 288.a, 289, 293, 302, 315, 317, 322, 323, 324, 325, 326, 395, 403, 559, 632, 633, 650, 660, 815, 904, 906, 907, 908, 909, 913, 914, 915, 916, 1004, 1150, 1300.a, 2200, 2900, and 2901
- AWR-341, 349, 358 dL, 903, 911, 912, 913-W, 914-W, 915-W, 916-W, 922 W, 928-W, 929, 938-W, 942-W, 943-W, and 947-W
- PER-931-W
- JS-US007 - Level 1 Antiterrorism Awareness Training
- CPR/AED/First-Aid Certification

PROFILE

Mr. Anderson brings extensive experience in government affairs and public policy, having served in key roles within state government, including as a public affairs officer, a legislative aide in the Florida House of Representatives, and most recently as Chief of Staff to a Florida state Senator. His deep understanding of legislative, regulatory, and political processes within the emergency management industry allows him to effectively navigate complex governmental frameworks. Mr. Anderson's ability to cultivate strong, collaborative relationships with government entities further enhances TFR's capacity to deliver streamlined, compliant, and effective disaster response solutions.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida & Georgia	2024
Hurricane Milton, Florida	2024
Severe Weather Event, Texas	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023
Severe Weather Event, Kansas & Kentucky	2023
Tornado, Tennessee	2023
Tornado, Arkansas	2023
Ice Storm, Oklahoma & Texas	2023
Hurricane Ian, Florida	2022
Hurricane Eta, Florida	2020
Hurricane Laura, Florida	2020
Hurricane Dorian, Florida	2019

EDUCATION

Bachelor of Science in Psychology
University of Alabama, Tuscaloosa, AL 2013-2017

Training Certifications

TFR's disaster response team is composed of highly trained professionals with a diverse range of skills and industry-recognized certifications. Our team holds National Incident Management System (NIMS) certifications, ensuring seamless coordination with federal, state, and local emergency management agencies during disaster response operations. We prioritize safety **with** Occupational Safety and Health Administration (OSHA) certifications, equipping our personnel with the knowledge to maintain strict safety protocols in hazardous environments. Additionally, our team includes experts in Quality Control and Environmental Compliance, ensuring all debris removal and management activities adhere to federal, state, and local regulations. These certifications, combined with years of hands-on experience, allow TFR to provide efficient, compliant, and high-quality disaster recovery services.

Course ID	Description	Course ID	Description
IS-00001	Emergency Manager	IS-00200.C	Basic Incident Command System
IS-00005	Intro to Hazardous Materials	IS-00201	Forms for Incident Action Plan
IS-00010	Animals in Disaster	IS-00212	Introduction to Unified Hazard Mitigation
IS-00011	Animals in Disaster	IS-00215	Unified Federal Review Advisor Training
IS-00015	Contingency Planning for Public Safety	IS-00216	Overview of the Unified Federal Review
IS-0018	EEO Employee Course	IS-00230	Fundamentals of Emergency Mgmt.
IS-0019	EEO Supervisor	IS-00235	Emergency Planning
IS-00020	Diversity Awareness	IS-00240	Leadership and Influence
IS-00021	Civil Rights & FEMA Assistance	IS-00241	Decision Making and Problem-Solving
IS-0027	Orientation to FEMA Logistics	IS-00242	Effective Communication
IS-00029	Public Information Officer Awareness	IS-00244	Developing and Managing Volunteers
IS-0030	Mitigation E-Grants for the Subgrant	IS-00245	Federal Priorities and Allocations
IS-00035	FEMA Safety Orientation	IS-00253	Overview of FEMA Environmental/Historical
IS-00037	Managerial Safety & Health	IS-00271	Hazardous Weather & Community Risk
IS-0042	Social Media in Emergency Management	IS-00279	Flood-Prone Residential Buildings
IS-0045	Continuous Improvement (CI) Overview	IS-00289	Voluntary Agency Liaison
IS-0060	(GEOCONOPS) for Planners	IS-00293	Mission Assignment Overview
IS-00061	Geospatial Concept of Operations	IS-00302	Emergency Radiological Response
IS-0062	(GEOCONOPS) In Use	IS-00315	Incident Command System
IS-0063	Geospatial Information Infrastructure	IS-00317	Intro to CERT
IS-0064	DHS Common Operating Picture	IS-00321	Hurricane Mitigation Basics
IS-0066	Space Weather Events	IS-00322	Flood Mitigation Basics
IS-0075	Military Resources in Emergency	IS-00323	Earthquake Mitigation Basics
IS-00100	Incident Command System	IS-00324	Community Hurricane Preparedness
IS-00101	Preparing for Disaster Operations	IS-00325	Earthquake Basic Science Risk
IS-00102	Preparing for Disaster Operations	IS-00326	Community Tsunami Preparedness
IS-00103	Geospatial Information Systems	IS-00559	Local Damage Assessment
IS-00107	FEMA Travel Rules and Regulations	IS-00632	Intro to Debris Operations

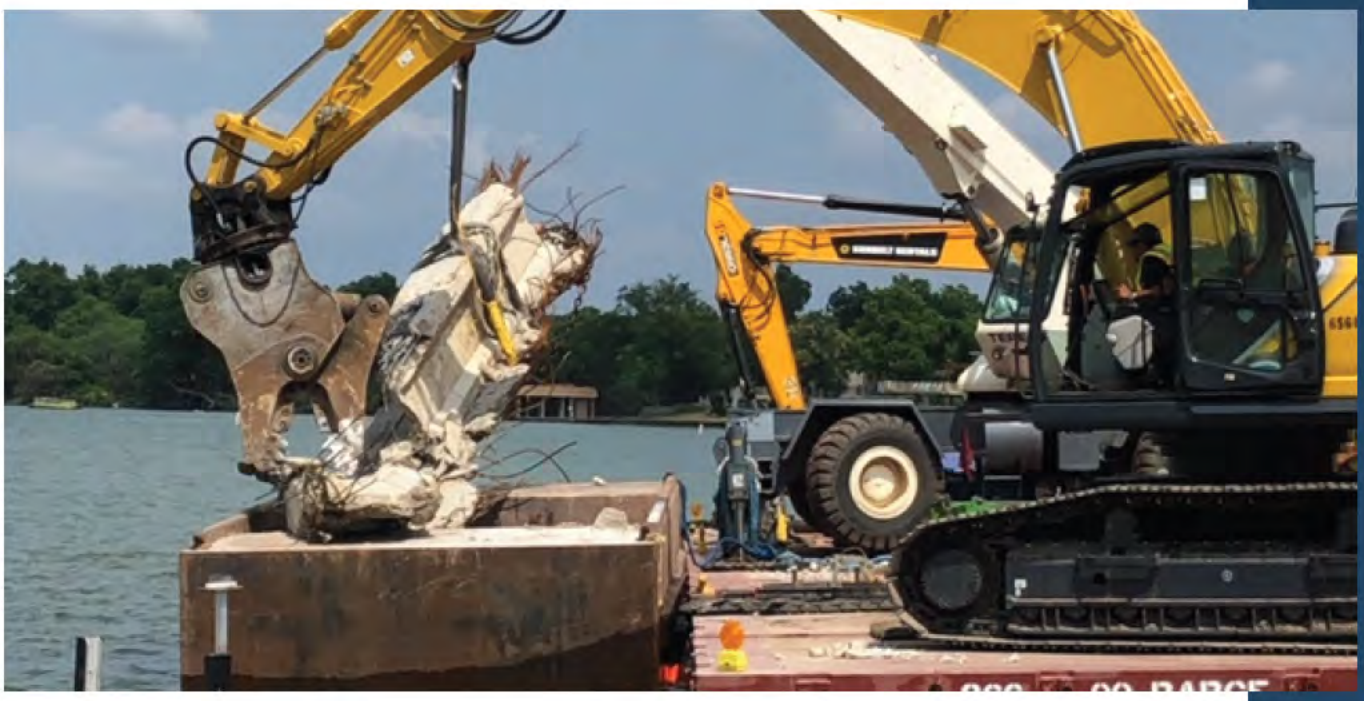
Course ID	Description	Course ID	Description
IS-00120	An Introduction to Exercises	IS-00633	Debris Management
IS-00130	How to be an Exercise Evaluator	IS-00650	Building Partnerships with Tribal
IS-00144	TERT Basic Course	IS-00660	Intro to Public-Private Partnerships
IS-00156	Building Design for Homeland Security	IS-00700	Intro to National Response Partners
IS-00158	Hazard Mitigation Flood Insurance	IS-00700.B	Introduction to the NIMS
IS-00162	Hazard Mitigation Floodplain Mgmt.	IS-00703	NIMS Resource Management
IS-00200	Single Resources & Initial Action	IS-00706	NIMS Mutual Aid
IS-00727	Floodplain Management	Fred Prior	Project Mgmt. Workshop
IS-00772	IA Preliminary Damage	JKO	Antiterrorism Awareness Training
IS-00800	National Response Framework	NATMI	Motor Fleet Safety Basics
IS-00815	A-B-C of Temporary Power	NATMI	Managing Motor Fleet Safety
IS-00904	Active Shooter Prevention	Online	Registered Flagger
IS-00905	Responding to an Active Shooter	OSHA	30-Hour HAZWOPER
IS-00906	Basic Workplace Security	OSHA	30-Hour General Safety & Health
IS-00907	Active Shooter	OSHA	30-Hour Outreach
IS-00908	Emergency Mgmt. for Senior Officials	OSHA	40-Hour HAZWOPER
IS-00909	Community Preparedness	OSHA	Construction Industry Trainers
IS-00913	Critical Infrastructure Security	OSHA	Construction Safety
IS-00915	Protecting Critical Infrastructure	OSHA	Construction Safety Manager
IS-00916	Theft and Diversion	OSHA	Construction Safety Professional
IS-01000	Public Assistance Program	OSHA	Construction Safety Specialist
IS-01001	Delivery Model Orientation	OSHA	Occupations Safety
IS-1004	FEMA Site Inspection Process	OSHA	Occupational Safety
IS-1013	Costing	OSHA	Occupational Safety Manager
IS-1150	Human Trafficking	OSHA	Occupational Safety Professional
IS-2200	Basic Emergency Operations Center	OSHA	Occupational Safety Specialist
ATEM	CPR, AED, & First Aid	OSHA	Occupational Safety Supervisor
ATSSA	Certified Flagger	OSHA	Occupational Safety Trainer
DOT 101	Safety Compliance Training	OSHA	OSHA Standards
DOT 60/60	Supervisor Training	OSHA	Safety Committee Chair
DOT Compliance	Overview and Audit Survival	OSHA	Safety Committee Member
DOT Compliance	Driver Qualification	Texas Mutual	Award of Safety Excellence
DOT Compliance	Supervisor Drug & Alcohol Training	TS10	Debris Management
DOT Compliance	Maintenance Management Workshop	TS12	Evaluating Debris Management RFP's
DOT Compliance	Accident Reporting	USACE	Construction Safety
DOT Compliance	Hours of Service	USACE	Debris Level Two

Course ID	Description	Course ID	Description
DOT Compliance	Required Safety Management	USACE	Quality Management
FEMA	Debris Management Planning	USACE	Safety Level Two
FLDOT	Maintenance of Traffic Advanced		
FLDOT	Temporary Traffic Control		

General Contractor license in the following states:

Alabama
Arkansas
California
Florida
Louisiana
Mississippi
Tennessee

Tab 3.
Company Capabilities



Technical Approach

This operational plan has been refined and proven through years of experience in disaster-related debris management. From smaller projects in Port Aransas, Texas, to large-scale operations in Emanuel County, Georgia, the plan outlined below is designed to maintain the flexibility required to administer and complete multiple projects simultaneously, without compromising safety, transparency, or performance. In 2024, TFR's scalable operational plan was tested under widespread, multi-state operations. With active projects across Florida, Georgia, Tennessee, and Texas, TFR successfully operated, funded, and closed out 56 projects with a combined value exceeding $90 million.

Supporting Communities from the Ground Up

☑ Ready

With years of experience helping hundreds of customers, TFR offers a deep understanding of the disaster recovery process. We help our clients put together a plan before a disaster strikes so that they will be ready to respond when it does.

☑ Respond

TFR carefully coordinates every disaster recovery/debris management plan to meet the needs of the community. Our deep planning and project expertise enable us to provide extremely accurate time/cost estimates and meet or exceed all project expectations.

☑ Recover

TFR provides support and technical assistance to help clients navigate a complex maze of state and federal public assistance programs, including FEMA reimbursements, to help disaster-impacted communities get back on their feet as quickly as possible.

Planning and Preparation

Preparation is the cornerstone of effective emergency management. To support our clients' preparedness, TFR provides annual on-site training and tabletop exercises for all interested agencies. Typically lasting four to five hours, these sessions are conducted in the months leading up to Hurricane Season and are based on simulated disaster scenarios developed by TFR.

This value-added service helps familiarize TFR personnel with key emergency management officials and local agencies involved in debris operations. By gaining a clear understanding of local needs and capabilities, TFR can develop a response plan that best serves the community.

During the training sessions, TFR will review key team member contact information and work toward a thorough understanding of the client's expectations, including any safety, logistical, or environmental concerns. We will review the client's current debris management plan and provide feedback where needed, as well as assess existing debris management sites and identify additional locations if necessary.

TFR strongly recommends that each client develops and regularly reviews sector maps for their debris management plan and establish a tiered priority approach. If requested, TFR can also assist in establishing emergency routes, with an emphasis on immediate-need facilities. The session will also include a review of potential staging sites, priority routes, and completion expectations to ensure readiness and a coordinated response following an event.

Monitoring

The 72 hours leading up to a forecast event's landfall are critical for ensuring an effective response. TFR Enterprises follows a structured approach to preparation, mobilization, and coordination during this crucial window to maximize readiness and minimize downtime post-event.

Timeline	Description
72 to 48 Hours	**Subcontractor Coordination** •TFR's contract team initiates outreach to a pre-qualified network of subcontractors, prioritizing those located nearest to the projected impact area to ensure a prompt and effective response. •Subcontractor availability, estimated response times, and access to temporary lodging and fuel are confirmed to secure commitments and ensure rapid, reliable deployment of resources. **Resource and Fleet Preparation** •The fleet manager assesses potential resource needs; initiates contact with vendor partners and notifies the shop manager and operators about potential deployment. •Project managers assist with finalizing subcontractor commitments, confirming in-house labor availability, and planning logistics for post-storm operations.
48 to 24 Hours	**Standby Status Initiation** •As forecast probabilities solidify, TFR continues communication with subcontractors and places them in a standby state, ready for immediate deployment. •The fleet manager ensures that all operators, support personnel, and equipment are standing by for dispatch.
24 to 0 Hours	**Resource Mobilization** •Upon client notification or direction from TFR's administrative staff, resource mobilization begins. •Project management, equipment, and personnel are staged at predetermined locations outside the impact zone. **Communication and Staging** •Teams remain in communication with TFR's contract administration team and the client, awaiting further instructions. •If push crews are requested, staging locations are coordinated with the contracting agency to provide immediate post-storm assistance.

Through proactive coordination, meticulous resource preparation, and strategic staging, TFR delivers a swift and effective response immediately following landfall. This streamlined approach minimizes response times, optimizes operational efficiency, and ensures the prompt fulfillment of client and community needs.

Notice to Proceed

Immediately upon receipt of a Notice to Proceed, TFR will schedule a kick-off meeting with client personnel to review and confirm the mobilization plan, align roles and responsibilities, establish expectations, and ensure a coordinated, efficient response.



Mobilization of Personnel and Equipment

Once initial assessments are completed either by the client or TFR, and the need for contract activation is confirmed, TFR enters the mobilization phase. Project Managers on the ground will work closely with Fleet Management at headquarters to coordinate the dispatch of personnel, equipment, and other critical resources.

Project Managers consider the magnitude of the event, the specific services for which TFR is contracted, client assessments, in-house evaluations, and other relevant factors to determine the optimal type and quantity of resources required to efficiently meet operational objectives. Mobilization begins within 24 hours of receipt of the written Notice to Proceed, ensuring a rapid and effective response.

Available Equipment

With nearly four decades of experience in disaster response projects, we understand that during emergencies, equipment resources are quickly consumed by contractors, federal agencies, and local governments serving residents and businesses. To address this, our in-house equipment fleet, supplemented by resources from our subcontractors and vendors, ensures that clients have access to equipment owned or controlled by TFR.

Description	Company Owned	Subcontractor Owned
Tub Grinder (Diamond Z- 1000HP)	6	12
Horizontal Grinder	2	5
Stump Grinder	2	30+
Excavators	12	37
Wheel Loaders	4	46
Track Loaders	3	64
Bulldozers	17	16
Air Curtain Incinerator	4	10
Skid Steer	4	100+
Self-Loading Haul Trucks	56	300+
Pup-Trailers	45	100+
Truck Tractor	7	500+
Walking Floor Trailers	7	100+
Low Boy Trailers	4	18
Service Trailers	5	8
Flat Bed Trailers	6	100+
Bucket Trucks	19	100+
Service Trucks/ Foreman Vehicles	14	50+
Office Trailers	5	50+
Light Towers	2	50+
Air Compressor	2	75+
Turf Rake	1	10+
Power Screen	2	10+
Water Truck	2	10+

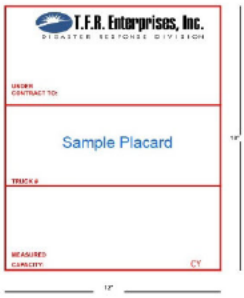
Equipment availability has never been an issue for our team on debris management projects. Collectively, we have access to more than 2,000 pieces of equipment. When our own fleet cannot meet demand, we rely on a network of pre-qualified equipment vendors. TFR maintains Master Service Agreements (MSAs) with both local and national vendors, providing preferential pricing and access to modern, well-maintained equipment from suppliers such as Caterpillar, Sunbelt Rentals, Komatsu, and John Deere. This ensures that equipment is appropriate for the task at hand and can be mobilized quickly.

Lodging and Life Support Services

TFR's office staff coordinates lodging and life support for field personnel through a variety of options. Whenever possible, local accommodation such as hotels, Airbnb, VRBO, or similar services is utilized. In situations where local resources are limited due to capacity constraints, power or water outages, or other circumstances, TFR can deploy multiple portable housing units. Equipped with company-owned water trucks and on-hand generators, these units are self-sustaining for extended periods or until local services are restored, ensuring personnel remain safe, comfortable, and fully operational.



Equipment and Personnel Check-In



Once the staging area is established and resources are dispatched, TFR, in coordination with the client or a designated monitor firm, completes the certification process. Each debris-hauling unit is measured for capacity or weight in accordance with contractual specifications and assigned a unique identification number, which is displayed on a truck placard for tracking and record-keeping purposes. Similarly, tree-trimming and other specialized equipment receive numbered placards for the same purpose. This entire process is thoroughly documented, with copies of all records provided to both the client and TFR to ensure transparency, accountability, and accurate reporting.

Work Shifts and Safety

For safety, debris removal crews typically operate 12-hour shifts during daylight hours, seven days a week, unless otherwise specified in the contract. If requested, debris site operations can be conducted 24 hours a day, with adequate lighting and all necessary safety measures in place to protect personnel and ensure compliance.

TFR's Safety Manager conducts monthly safety meetings with the management team to review job site safety practices, discuss safe working conditions, and reinforce TFR's corporate commitment to occupational safety, health, and regulatory compliance. In addition, the Safety Manager leads weekly group safety meetings, while Project Managers hold daily toolbox meetings with debris removal crews, operators, laborers, and support staff. These sessions address known hazards, analyze near misses, and provide a forum for discussing employee safety concerns, ensuring a proactive, continuous safety culture across all operations.

Debris Management Operations

The aftermath of a natural disaster often leaves a wide range of debris, including fallen and uprooted trees, branches, hazardous stumps, and other vegetative material of varying sizes. Mixed debris, including construction and demolition (C&D) materials, may also be present. Additionally, a range of special wastes can be commingled within the waste stream and require careful handling and proper disposal procedures.

Eligible debris is defined as "materials originating from the effects of any natural or man-made catastrophe or major disaster." Unless otherwise authorized by our client, eligibility is limited to debris located on public rights-of-way (ROWs) and public lands. It excludes debris from commercial sources or unimproved private property. Any debris with questionable eligibility will be brought to the attention of the monitoring firm for determination.

TFR will perform debris removal in full compliance with the number of passes specified in the contract, ensuring thorough coverage and adherence to client requirements.

Work Zone Safety and Traffic Control

Ensuring the safety of both workers and the public within debris removal work zones is paramount. Adequate warning and clear guidance will be provided to vehicle traffic to ensure safe navigation around active operations. Before commencing work, a detailed Traffic Control Plan will be developed, submitted for review, and approved by the client. In accordance with ATTSA and all applicable state and local requirements.

All necessary traffic control supplies and devices, including signage, cones, barrels, stop/slow paddles, and personal protective equipment (PPE), will be available on the first day of operations. Load and haul crews will receive training that includes a mock traffic control setup, allowing them to practice various scenarios commonly encountered in the field, such as intersections, one-way streets, and multi-lane highways. Flaggers will receive specialized training to ensure competency, attentiveness, and full compliance with the Traffic Control Plan.

Utility Line Hazards

Downed utility lines are an expected hazard during emergency debris response operations. To protect work crews from energized lines, a pre-hazard assessment of each work zone will be conducted. Any areas where downed lines are identified will be clearly marked, and an exclusion zone will be established. Specially trained personnel will assess, test, and, if necessary, coordinate with local utility managers to remove potentially hazardous utility lines and allow debris removal from the right-of-way to proceed safely. If an area cannot be accessed safely, crews will bypass it until it is deemed safe to return.

Route Hazard Analysis

At the inception of each project, a route hazard analysis will be conducted to identify haul routes that may present safety risks. Based on these inspections, preferred routes will be designated, and restrictions on the types of loading and haul units permitted will be established. Route reviews will continue throughout operations to identify and mitigate any emerging hazards, always ensuring safe and efficient debris transportation.

Project Spotlight



Hurricane Florence Route Hazard

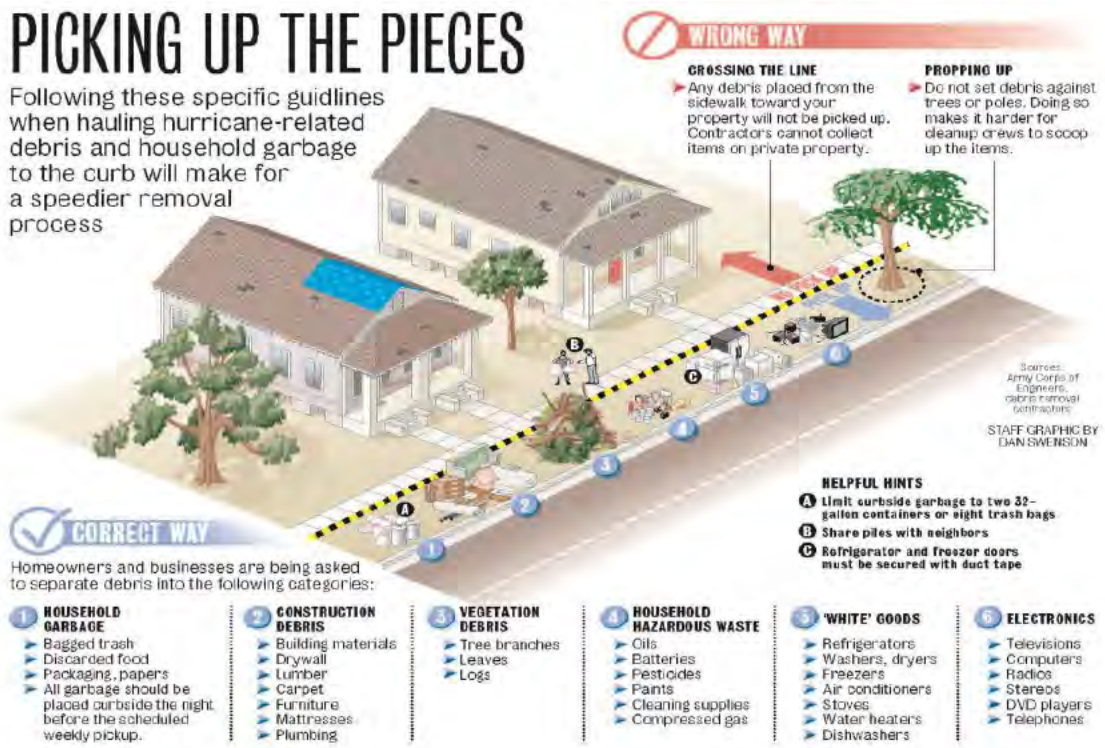
TFR partnered with the North Carolina Department of Transportation (NCDOT) to provide cut-and-shove crews supporting roadway clearance across six counties. During mobilization planning, TFR deployed scouting crews to map effective routes to response sites. The scouts identified numerous challenges, including flooded and collapsed roads. Despite these obstacles, TFR successfully established alternate haul routes and completed the 70-hour push without delay, demonstrating our ability to adapt rapidly and maintain operational efficiency under challenging conditions.

Curbside Debris Segregation

The goal of TFR's curbside debris segregation program is to reduce the volume of debris requiring disposal in a lined, sanitary landfill, thereby maximizing the amount that can be processed at lower-cost facilities. This is achieved through a comprehensive curbside segregation approach. Curbside debris is typically categorized into the following major types:

- **Vegetative Debris:** Trees, branches, leaves, and other yard waste.
- **Construction & Demolition (C&D) Debris:** Building materials, concrete, asphalt, roofing materials, and other construction-related waste.
- **White Goods:** Household appliances such as refrigerators, washers, dryers, and stoves.
- **Household Hazardous Waste (HHW):** Items containing chemicals, paints, or other hazardous substances.
- **Other Special Wastes:** Tires, electronics, and other materials requiring specialized handling and disposal.

This segregation program allows TFR to maximize recycling and recovery opportunities while reducing disposal costs and maintaining compliance with all regulatory requirements.



Vegetative and C&D Debris

Unless it is commingled with special wastes, vegetative and construction & demolition (C&D) debris will be segregated at the curbside and further separated and reduced in designated areas at the debris management site.

Household Hazardous Waste (HHW)

HHW will be removed from debris piles, collected curbside, and transported to a central HHW management site for processing and disposal. Transportation will utilize plastic bins to contain spillage, using either pickup trucks or specialty trailers. HHW materials will typically be recycled or disposed of at a permitted hazardous waste facility, in compliance with all applicable regulations.

White Goods and Putrescible Foods

Refrigerators, freezers, stoves, air conditioning units, and other large appliances will be collected from the curbside and transported in dedicated trucks to a central processing location. Freezers and refrigerators will be taped closed, and putrescible wastes will be removed. Refrigerants will be extracted and recycled, while white goods may be crushed on-site and transported to an off-site recycler.



Electronic Wastes (E-Waste)
E-Waste will be segregated from curbside debris and transported to a designated processing location using pickup trucks and trailers. Materials will be sorted by type, placed on pallets, shrink-wrapped, and then loaded onto trucks for transport to a certified recycler.

Gasoline-Powered Tools
Gasoline-powered equipment, including lawnmowers, weed trimmers, chainsaws, and similar tools, containing fuel, oil, and other hazardous substances, will be collected from the curbside and transported in dedicated trucks to a central processing location. At the site, all fuel and oil will be safely removed and either recycled or properly disposed of, ensuring compliance with environmental regulations and safe handling practices.

Tires
Tires from scrapped vehicles, as well as tires stockpiled within the debris field, will be collected and transported to a licensed recycling facility for proper disposal or reuse.

Vehicles and Vessels
Automobiles, trucks, vessels, and other motorized equipment may require removal and disposal following an event. Because these items contain fuel, oil, and other hazardous substances, all materials will be safely extracted and either recycled or disposed of in accordance with applicable regulations. For any titled vehicles, motor homes, or vessels, essential information, such as the VIN and GPS location, will be documented. These units will then be transported to a pre-designated secure facility, where local law enforcement will initiate owner notification procedures. After the locally defined legal waiting period has expired, any unclaimed titled units may be removed and processed for final disposal at the client's discretion.



Animal Carcasses
As directed, TFR will remove animal carcasses generated from a natural disaster. Due to the potential presence of biological pathogens and strong odors, strict health and safety measures will be followed during all loading, hauling, and disposal operations to protect workers and the public. Depending on the size and quantity of the carcasses, equipment such as a front-end loader or backhoe will be used to place materials into lined haul units. All personnel engaged in the operation will wear appropriate PPE, including respirators, protective clothing, and gloves, as specified by the Safety Manager.

The preferred management method for large quantities of animal carcasses is incineration, in accordance with applicable environmental and health regulations. Large quantities will be disposed of as municipal solid waste at an approved disposal facility permitted to process special waste.

Asbestos-Containing Material (ACM)
Any debris removal operations involving ACM shall comply with the regulations set forth by EPA, NIOSH, OSHA, and any local and state regulatory bodies. Any employee, subcontractor, or other agent of TFR Enterprises involved in the removal and/or disposal of ACM shall be properly trained and certified or licensed to perform the assigned tasks. All documentation will be maintained according to the Code of Federal Regulations guidelines.

Earthen Debris (Sand, Dirt, Soil)
Earthen Debris will be evaluated first to determine whether it is considered contaminated or non-contaminated. This will be accomplished through means of environmental surveying, soil sampling, and origin determination. If deemed contaminated, the spoils are to be loaded in appropriate hauling units and delivered directly to a legally permitted disposal facility. If determined to be non-contaminated and of beneficial use, TFR will make good faith efforts to find alternative disposal through means of recycling.

Load and Haul Operations

Debris Collection and Transportation



Debris will be transported from the eligible right-of-way (ROW) to designated debris management sites. The use of steel tracked equipment on paved roadways will be prohibited to prevent surface damage.

All hauling units will be mechanically loaded and capable of fully dumping their loads. Trucks will comply with all applicable federal, state, and local regulations, including tarping requirements, as applicable. Each truck will be equipped with a functional tailgate to ensure the safe transport of debris.

The following categories of haul units will be utilized:

- Self-Loading Haul Unit
- Walking Floor Trailer
- Dump Truck

Ticket Process

1. Once debris removal crews have loaded a haul unit, the Debris Monitor initiates a load ticket to document the collection.
2. The haul unit transports debris to the designated debris management site (DMS).
3. Upon arrival, the site Debris Monitor inspects and grades the load, providing the score to the truck driver.
4. The Debris Monitor scans the haul unit placard and records the load information and score in the debris tracking system.
5. The debris is unloaded at the DMS, and the haul unit exits the site for its next assignment.

Geographic Area Management

Sectoring

In large-scale disasters, it is often necessary to divide the affected area into manageable geographic sections to support efficient emergency response and debris removal. TFR works closely with our clients and with Federal, State, and local partners to create a logical sector layout that supports effective field management.

Our primary role is to provide technical guidance throughout this process. After reviewing site conditions, the Operations Manager will oversee efforts that include:

- Assessing debris types and estimating volumes
- Designing sector boundaries to optimize debris removal
- Identifying, selecting, and establishing debris management sites

- Determining the labor and equipment needs for each sector
- Conducting sector-specific EHS site evaluations

The information gathered during the initial assessment helps define sector divisions and guides the overall approach to debris operations.

Debris Reduction Methods

Reduction of debris is normally applied to vegetative debris such as brush and tree debris, which is also referred to as "burnable debris". However, the reduction process can also be applied to some items that are considered non-burnable or construction and demolition debris. This would include such items as household furniture, construction materials such as roofing, and treated timber. This process is applied to reduce the volume of the material that is being landfilled. The economic evaluation of weighing the reduction cost against the unreduced landfill cost will be a factor in determining the feasibility of this approach. The most common methods of reduction are burning, chipping, grinding, compaction, and recycling.

Open Burning

Open burning, although very cost-effective, may not be suitable for urban areas. The feasibility of this method is very dependent on location and the cleanliness of the debris. Many areas and locations will not permit open burns, particularly in urban environments where heavy smoke can create health and property damage concerns. However, in rural locations, if the debris is clean, there is very little environmental impact, and the resulting ash can remain on the site or be used as a soil additive. Bulldozers and loaders are the primary equipment required to operate an open burn process.



Air Curtain Incineration

Air curtain incineration is also a very cost-effective method of reducing clean, vegetative debris, but with less environmental impact than the open burning method. Air curtain incineration incorporates the use of a "burn pit" aided by a forced-air blower. The pit can be constructed below or above grade (depending on the water table) and includes a mechanical blower to create constant optimal burn rates and an "air curtain" effect. The air curtain incineration system is a combination of the blower and pit, engineered as a unit to achieve the effect of holding the smoke while feeding air to the fire pit. Since site locations contain differing conditions, such as soil composition, water table levels, etc., there are no air curtain incineration systems standards in the industry. In the construction and operation of an efficient air curtain incineration system, special consideration must be given to the following factors:

- A setback of at least 100 feet between debris piles and the burn area, with a minimum setback from buildings and structures of at least 1,000 feet.
- Construction of non-combustible "warning" stop blocks (at least 1 foot in height) for equipment located at the burn pit.
- Use limestone (or equal material) for the construction of the "pit" with reinforced earth anchors, or wire mesh to support the loader ramps.
- Use clay or limestone to create an impervious layer on the bottom of the pit to prevent the leaching of the ash from the aquifer. This layer shall be at least 1 foot deep and will be regularly inspected and maintained at that depth in the event scraper activity removes part of the layer during operations.
- Seal the pit ends at least four feet high.
- Pit construction shall be 8-9 feet wide and 14 feet deep.

- A 12" dirt seal will be placed on the lip of the burn pit area to seal the lower nozzle.
- The blower will be configured to direct the airflow to strike the wall of the pit 2 feet below the edge. Operators will be instructed that the debris should not break the path of the airflow except during dumping.
- Equipment used will be tested and adjusted to ensure that a minimum nozzle velocity of 8,800 ft/min (100 mph) and a volume of 900 cf/min/linear feet is produced during burn operations.
- The length of the pit shall be no longer than the length of the blower nozzle.
- The operators shall be instructed to load the pit uniformly along its length.
- Operators will also be instructed to extinguish the fire at least 2 hours before removing the ash.
- Water trucks will be used to dampen ash residue as well as areas surrounding the burn site.

Grinding/Chipping

Reduction of debris by chipping and/or grinding is an opportunity to recycle the vegetative debris back to economically beneficial use. However, the overall economic impact of chipping/grinding compared to burning will have to be reviewed before a determination can be made. Grinding/Chipping is the reduction of woody, vegetative debris by cutting and pounding it to break woody materials into small pieces, or "chips." This method normally produces a reduction of between 3 to 1 and 5 to 1, whereas burning reduces the debris by approximately 95%. However, wood chips can be recycled and used as mulch, fuel, ground cover, and animal bedding, to name a few. The availability to recycle the chips would be a significant factor in determining the economic value of chipping/grinding. In the construction and operation of a chipping/grinding reduction operation, special consideration is given to the following factors:



- Grinding machines must have a clearance of 300 feet. Warning signs must be stationed around the perimeter of the grinding equipment, warning of possible flying objects from the grinders.
- The grinding machines must have screens, which produce chips not exceeding 4 inches in length and ½ inch in diameter.
- Liners shall be placed underneath grinders and other stationary equipment, as a preventative measure against possible leaks or spills exposing the soil and groundwater to contaminants.
- Debris must be sorted and cleaned of other contaminants, such as metals.
- Operators must wear hard hats even in closed-cab machines while operating.
- Root Rake loaders are used to avoid contaminating the debris by entering the grinder with dirt or sand.
- Ground debris or mulch shall be stored on-site in piles no higher than 10 feet. Such piles shall not remain on-site for longer than logistically necessary. Ground debris or mulch is monitored daily for heat and for signs of internal combustion.

Debris Site Management

Site Selection

In conjunction with our clients, TFR assists in selecting and qualifying Debris Management Sites (DMS). The identification and selection of suitable DMS are critical to ensuring the efficiency, cost-effectiveness, and safety of the debris management process. The FEMA Debris Management Guide outlines key factors for DMS selection, including:

1. Ownership
2. Size

3. Location
4. Environmental and historic considerations

During previous planning sessions, TFR and clients have thoroughly surveyed potential areas, identifying and qualifying numerous debris management sites (DMS) through a rigorous evaluation process. By analyzing city and county layouts, pinpointing high-volume debris zones, and assessing potential environmental impacts, TFR and Officials determine the locations best suited for debris management operations.

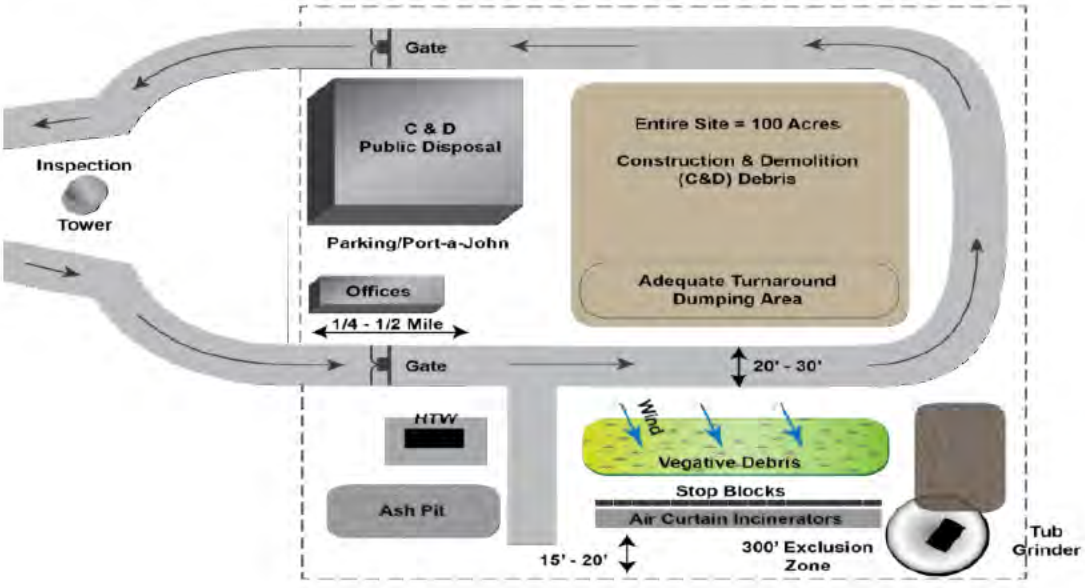
Once potential sites are identified, historical records are reviewed to ensure compliance with the National Historic Preservation Act. In addition, soil and water samples are collected and submitted to the appropriate State Environmental Protection Agencies for evaluation, as required.

Baseline Data Collection

Baseline data collection will document site conditions before establishing any debris management site to ensure all locations, public or private, are restored to their original state following operations. The operations manager will coordinate with local, tribal, and State officials to develop and implement baseline data criteria, including site video and photographic documentation, identification of existing physical features, assessment of any historical or archaeological significance, and soil and groundwater sampling in coordination with environmental agencies. This information will establish pre-use conditions and support environmental compliance, damage assessment, and site restoration.

Site Layout

Debris management sites will be designed to prioritize safety and operational efficiency. Incineration pits will be located at least 500 feet from the nearest occupied building. Site roads will include separate incoming and outgoing lanes where it is feasible to expedite truck flow. Large turnaround areas, ranging from 5,000 to 10,000 square feet, will be constructed to allow multiple trucks to maneuver and offload debris simultaneously, with proper truck spacing to ensure safe operations. Wood chipping operations will be situated a minimum of 300 feet from active work areas to mitigate hazards from flying debris. The following illustrates a typical debris management site layout.



Site Preparation: Vegetation removal will be conducted using heavy machinery such as bulldozers, front-end loaders, and excavators to facilitate access road construction. Clearing will be limited to active work areas to minimize erosion and dust generation. Removed vegetation will be stockpiled and segregated from hurricane debris for either incineration, chipping, or grinding. Before clearing begins, measures will be implemented to manage stormwater runoff and control erosion, ensuring that land clearing activities do not create uncontrolled environmental impacts.

Construction & Demolition (C&D) Staging: C&D debris may be temporarily stored at the debris management site for consolidation or transfer to larger hauling vehicles. In some situations, local conditions may require direct transport of C&D debris to the final disposal site, bypassing the debris site.

Vehicle Processing Areas: Vehicles damaged during the incident may require processing for recycling or permanent disposal. This process includes manual inspection for human remains and discrete evidence, draining and containment of all fluids, identification by type, color, and Vehicle Identification Number, and verification of ownership.

Woody Vegetation Staging: Woody debris will be consolidated at designated areas located no less than 100 feet from burning/incineration zones, 100 feet from inspection towers, and at least 500 feet from occupied structures.

White Goods: Common household appliances, such as washers, dryers, air conditioners, refrigerators, freezers, and stoves, must have all fluids removed before recycling. Depending on the quantity, appliances may be crushed before transport to recycling facilities or final disposal.

Hazardous Material Storage: Temporary, lined storage areas will be provided for ash, household hazardous waste, fuels, and other potentially soil or groundwater-contaminating materials. Perimeter berms will be constructed using hay/straw bales or native topsoil, and the containment area will be covered with heavy-duty plastic and a 4-inch sand drainage layer to provide a waterproof barrier. Site grading will direct runoff away from protected areas. If the site also functions as an equipment storage area, fueling and equipment maintenance operations will be closely monitored to prevent and mitigate spills of petroleum or hydraulic fluids.



Inspection Tower Installation: Inspection towers will be installed at each debris reduction, disposal, and management site to support load monitoring and quality control activities. All towers will comply with applicable safety standards, including structural stability to withstand wind speeds up to 45 mph, and will offer sufficient height to allow inspectors clear visibility into truck beds above the safety railing. Each tower will include a minimum 8-foot by 12-foot covered work area equipped with lighting, power, workspace furnishings, a fire extinguisher, additional PPE, a first aid kit, and other essential safety supplies. Towers will be positioned at site entrances to provide inspectors with a clear line of sight to truck loads, ensuring that any non-vegetative materials are redirected to the appropriate disposal or recycling area (e.g., HHW, white goods, metals).

Erosion and Stormwater Control: An Erosion and Stormwater Management Plan will be developed for each site to address conditions that could result in excessive sediment runoff or erosion. The plan will incorporate site-specific features such as topography, drainage patterns, and soil composition to ensure effective stormwater control and environmental protection throughout debris management operations.

Dust Control Plan: A Dust Control Plan will be developed and implemented to minimize the generation of fugitive dust from daily operations at the debris management site. The plan will address dust suppression measures in high-traffic areas, debris sorting and processing zones, dumping and loading areas, and debris storage locations. Control measures may include watering, soil stabilization, speed limits, and other best management practices to prevent dust migration beyond the site boundaries.

Burning/Incineration Operations: Incineration is one of the most effective methods for reducing vegetative debris volume and will be utilized when permitted and deemed appropriate during hurricane debris operations. A designated firebreak will be established around the perimeter of each burn or incineration area. Open burn piles and air curtain incineration pits or boxes will be located at least 1,000 feet from the nearest occupied building and at least 500 feet from any structure. Adequate water supplies and firefighting equipment will be maintained on-site to suppress or extinguish fires if necessary. Each burn area will be fully extinguished, watered down, and allowed to cool before ash residue is removed.

Grinding/Mulching Operations: Grinding and chipping are effective methods for reducing the volume of vegetative debris and producing reusable mulch material. Adequate safety zones will be established around all grinding and mulching operations to protect personnel and equipment from debris that may be projected from the machinery. Proper signage, barriers, and supervision will be maintained to ensure safety and compliance throughout the reduction process.

Site Management

The following items are critical components to managing a safe, productive, efficient, and environmentally appropriate debris management site:

Traffic Control: Effective traffic control is essential to ensure the safe and efficient operation of temporary debris management sites. With thousands of debris loads potentially arriving each day, comprehensive and site-specific traffic management procedures will be established. Each site will have its own traffic control plan, which will be integrated into a coordinated Traffic Control Plan for the entire debris management operation.

Trucks transporting vegetative debris will follow a designated entrance route leading to the assigned unloading area. A flagger stationed at the depository will manage vehicle flow, provide clearance for each truck to unload its debris, and then allow it to exit safely along the designated exit route.

Debris Staging and Storage: Upon arrival at the site, each debris-hauling truck will be directed by a site monitor to the appropriate dumping location. Once unloaded, debris will be organized and pushed into place using dozers. For vegetative debris, operators will make every effort to separate tree stumps and large logs from general debris to maintain proper material segregation.

To minimize the mixing of different types of debris, materials will be sorted and staged in designated areas. After vegetative and construction and demolition (C&D) debris are deposited at the base of the storage pile, dozers and excavators will be used to stack, compact, and shape the piles. Each pile will be constructed with stable side slopes to prevent loose material from rolling or falling.

Household Hazardous Waste (HHW) will be offloaded into a clearly designated storage area and securely maintained there until an appropriate and approved method of permanent disposal is determined.

Environmental Health and Safety Monitoring: The primary goal is to maintain a safe, organized, and efficiently managed work area. Key focuses include providing clear and consistent guidance for truck drivers, maintaining adequate spacing between equipment to prevent interactions between trucks and ground personnel, and ensuring trucks are positioned at least twice the height of the truck bed apart from one another.

Site Cleanup and Restoration: In general, site restoration will involve returning the property to a condition as close as possible to its pre-construction state. Our team will coordinate with each client to engage property owners prior to restoration activities, ensuring that their concerns and expectations regarding cleanup and final site conditions are understood and addressed.

Environmental Health and Safety for Debris Site Operations

TFR's Environmental Health and Safety (EHS) Monitoring Plan for the Debris Management Site (DMS) ensures full compliance with applicable federal, state, and local regulations (e.g., OSHA, EPA) while supporting safe, efficient, and environmentally responsible operations. The plan requires a designated Site Safety Officer, who serves as the on-site authority for daily Tailgate Safety Briefings, enforcement of mandatory personal protective equipment, routine compliance audits, and initial response to all safety or environmental incidents.

Core health and safety procedures emphasize personnel protection and hazard mitigation. This includes continuous enforcement of required PPE, specialized protective gear for activities such as grinding, and mandatory site-specific safety orientations for all personnel. Operational safety protocols include strict traffic control measures, adherence to a 15-foot safe-distance rule, and the use of spotters for all heavy equipment operating in reverse.

Environmental compliance efforts focus on maintaining water quality, air quality, and proper debris segregation. Stormwater management measures—when required—include perimeter controls, such as silt fencing, to prevent sediment runoff, as well as secondary containment for all fuel and oil storage in accordance with TFR's Spill Prevention Plan. Air quality is maintained through continuous dust suppression, using water trucks when site conditions create airborne hazards or nuisances. All potentially hazardous materials, including Household Hazardous Waste (HHW) and electronic waste, are segregated and properly contained to ensure regulatory compliance.

All activities are supported by comprehensive documentation, including pre-shift equipment inspections, immediate Non-Compliance and Incident Reporting, and a Final Debris Site Closure Report certifying complete site restoration and regulatory compliance.

Disposal

Waste Disposal

Waste disposal activities will follow a hierarchical approach emphasizing Recycling**,** Reduction, and Disposal**.** Every effort will be made to recycle as much of the debris stream as is economically and operationally feasible. When recycling is not practical, volume reduction methods previously described will be implemented. If neither recycling nor reduction is possible, the remaining material will be transported to an approved landfill for final disposal.

The selection of disposal methods will consider multiple factors, including worker health and safety, potential environmental impacts (both positive and negative), operational efficiency to expedite community recovery, cost-effectiveness, and the availability of recycling markets and permitted disposal facilities. The following section provides a summary of the disposal options applicable to each anticipated waste stream during a typical debris management operation.

Vegetative Debris: Vegetative debris will be processed through incineration or chipping to reduce overall volume. Chipped material may be reused as mulch, applied as daily cover at landfills, utilized as fuel for energy recovery, or disposed of at an approved yard waste landfill.

Ash generated from incineration activities will be properly staged to prevent stormwater contact and tested for heavy metal content before final disposition. Depending on test results, the ash may be disposed of in a permitted landfill, applied for approved land uses, or repurposed as fuel material. When considering reuse options, special attention will be given to preventing the spread **of** destructive insects and invasive plant species that may be present within the vegetative debris stream.

Construction and Demolition (C&D) Debris: Construction and Demolition (C&D) debris will be disposed of at permitted C&D landfills. Before disposal, materials may be processed through shredding, compaction, or grinding to reduce volume and improve handling efficiency, as allowed by applicable Federal, State, and local environmental regulations. All processing and disposal activities will comply with relevant environmental and permitting requirements to ensure safe and responsible management of C&D waste.

Household Hazardous Waste (HHW): Recycling and reuse of household hazardous waste (HHW) will be prioritized wherever practicable, minimizing disposal volumes and promoting beneficial reuse. When large volumes of HHW are collected, materials will be properly consolidated to enhance recycling efficiency and maximize available space at the temporary debris management site.

Our team has consistently identified recycling and reuse opportunities for major HHW streams, including:

- Batteries
- Household cleaners
- Latex paints
- Combustible and flammable materials
- Compressed gas cylinders
- Fluorescent and mercury vapor lamps

White Goods: White goods will be collected from the curbside and staged at designated debris management sites. Before recycling, any putrescible wastes, refrigerants, or other hazardous

materials will be safely removed. Removed materials will be directed to appropriate licensed recycling or disposal facilities.

After hazardous and petroleum-containing components are removed, the white goods will be processed for recycling and delivered to a licensed scrap metal recycling facility. If a local or regional recycling market is unavailable or quantities are insufficient, white goods will be disposed of in a permitted landfill.

Electronic Waste (E-Waste): Electronic waste will be separated from the general debris stream, grouped by type, and shipped to licensed recycling facilities for proper processing and recovery.

Automobiles and Vessels: Abandoned or damaged automobiles and vessels will be collected from neighborhoods and staged at designated locations for inspection by law enforcement, further coordination with insurance adjusters, or identified owners. Before recycling or disposal, all vehicles and vessels will undergo decommissioning, including removal of fluids, batteries, and other hazardous materials.

Putrefied Foods and Municipal Solid Waste (MSW): Putrescible waste, which contains decomposable organic matter capable of generating odors and attracting wildlife, will be handled with strict safety precautions. Removal, cleaning, and handling procedures will minimize potential exposure to workers and others, as well as reduce odor generation. Putrefied foods and municipal solid waste will be securely bagged and transported to a permitted solid waste disposal facility for final disposal.

Tires: Tires must be transported by a certified transporter and disposed of at a permitted landfill. Recycling remains a preferred option when a viable local or regional market is available.

Gasoline-Powered Tools: Gasoline-powered tools may be sent to a scrap metal processor after removal of oil, fuel, and other fluids. Recovered fluids will be sent to an approved used oil recycling facility whenever possible to ensure proper management.

Asbestos-Containing Materials (ACM): Curbside debris is generally exempt from NESHAP regulations and is therefore unregulated for transportation and disposal. However, as part of responsible demolition practices, the following will be considered: friable and Regulated Asbestos-Containing Materials (RACM), Category I and II non-friable ACM that have remained non-friable throughout the event, and former Category I or II materials that have become friable.

If removal renders materials friable, they will be managed as RACM and disposed of at a permitted C&D landfill. Non-friable asbestos materials will also be disposed of at a permitted C&D landfill. Best Management Practices will be followed for segregation, handling, transportation, and disposal of all suspected asbestos-containing materials to ensure worker safety and environmental protection.

Animal Carcasses: The preferred method for disposal of animal carcasses is air curtain incineration. If incineration is not feasible, TFR will coordinate with an appropriate disposal facility to ensure acceptance of the carcasses, with daily cover applied to the waste. All equipment used in handling carcasses will be decontaminated daily using high-pressure water and an approved antimicrobial solution to maintain site hygiene and prevent the spread of disease.

Residual Sediments, Sand, and Mud: In flood-affected areas, residual sediments, sand, and mud may accumulate and require removal. These materials can contain petroleum hydrocarbons, heavy metals, and biological pathogens. Appropriate disposal methods will be determined based on chemical and biological analyses to assess the presence of hazardous substances or pathogens.

Depending on the results, disposal options may include:

- Use as unrestricted fill if contaminant levels are below regulatory limits
- Use as restricted fill for commercial or controlled applications
- Use as landfill daily cover
- Disposal at a permitted C&D or municipal solid waste (MSW) landfill

All handling and disposal will comply with applicable federal, state, and local environmental regulations to ensure safety and environmental protection.

Other Support Services

During events where specialized or additional services are required, the Operations Manager will assess operational needs and coordinate the deployment of all necessary resources. This includes identifying and mobilizing the appropriate equipment, personnel, and support assets to ensure these services are executed safely, efficiently, and in compliance with applicable regulations and contractual requirements. Resource allocation will be planned whenever possible and adjusted dynamically as field conditions and priorities evolve during the response.

Demolition

Demolition services for a typical debris response will include:

- Approved Right-of-Entries (ROE)
- Destructive Asbestos Surveys
- Disconnection of Utilities
- Removal of Household Contents

These services will be coordinated by the Operations Manager to ensure proper resource allocation, compliance with regulations, and safe execution.

Approved Right-of-Entry (ROE): TFR will conduct demolition activities only after all required ROEs for the affected areas have been legally executed and reviewed, including the demolition and site remediation plan.

Destructive Asbestos Survey: Before demolition, condemned structures will be inspected for asbestos-containing materials (ACM). Visual inspections will be conducted, and an inventory of suspect ACM will be compiled. Suspect materials will be sampled and analyzed in accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAPs). Where local or state asbestos regulations are more stringent, those requirements will be followed.

Inspections will be performed by accredited asbestos inspectors licensed as required by the state. Samples will be analyzed, and certified asbestos inspectors will determine the friability of materials, approve sample locations, and oversee sample collection. The survey will guide proper handling, segregation, and disposal of ACM during demolition.

Materials likely to become friable during demolition, loading, hauling, or landfilling are handled with special precautions. Once laboratory data is received, an Asbestos Inspection Report is prepared for each structure. This report documents the types of suspect materials, sample results, friability, and sample locations, and includes photographic evidence.

The inspection report guides the selection of demolition methods. If friable ACM is present, additional precautions are implemented during both demolition and transport of the waste to the landfill. Workers performing demolition on structures containing friable ACM are required to be licensed according to state regulations and must wear appropriate personal protective equipment (PPE).

If no friable ACM is detected, the structure can be demolished without specialized precautions, and the resulting debris can be managed as standard construction and demolition (C&D) material. In cases where ACM is present, one of two approaches is taken:

1. Removal of ACM before demolition, allowing the structure to be demolished and managed as standard C&D.
2. Demolition with ACM in place, the structure is demolished, and the material is managed as Regulated Asbestos-Containing Material (RACM)**,** provided that a waiver or No Action Assurance (NAA) letter is obtained from the EPA permitting this method.

All procedures ensure compliance with federal, state, and local asbestos regulations while protecting workers, the public, and the environment.

Disconnection of Utilities: Before commencing demolition or debris operations, local utility companies will be contacted to coordinate the safe termination of gas, water, electricity, telephone, cable TV, and any other utility services at the nearest acceptable point. Tasks requiring licensing or permitting under state or local regulations will be performed by appropriately licensed Mechanical, Electrical, and Plumbing (MEP) contractors. All necessary demolition permits will be obtained from the governing authorities. In cases where shut-off valves are not present, and excavation is required within the utility right-of-way (ROW), excavation will be confined to the existing ROW to the greatest extent possible, minimizing unnecessary ground disturbance.

Removal of Household Contents: Trained personnel will collect household hazardous waste (HHW), white goods, and other special waste from within structures and transport them to a centralized staging area. These materials will then be processed for recycling and/or proper disposal. Any personal property discovered during this process will be documented and turned over to the appropriate agency with established procedures.

Demolition of Structures, Staging, and Transportation and Disposal of RACM Debris
In accordance with the current standards of care and applicable regulations governing the demolition industry, a trained and licensed demolition crew will perform the demolition of structures as summarized below:

- Material Removal: Materials will be removed using wet methods to minimize the generation of airborne dust.
- Equipment Use: An excavator equipped with a live thumb attachment will be utilized to remove and load bulk materials efficiently and safely.

- RACM Demolition Procedures: Demolition of structures containing Regulated Asbestos-Containing Material (RACM) will be conducted by asbestos-trained personnel wearing appropriate personal protective equipment (PPE), equivalent to that required for RACM abatement activities.
- RACM Waste Handling: RACM waste will be securely "burrito wrapped" within roll-off containers or truck beds using two layers of 6-mil plastic sheeting, fully sealed to prevent release of asbestos fibers during handling and transport.

Private Property Debris Removal (PPDR)
In certain circumstances, FEMA Public Assistance (PA) may authorize Private Property Debris Removal (PPDR). A Right-of-Entry (ROE) must be obtained from the property owner before entering private property to perform debris removal activities. Typically, this documentation is included in the ROE packet, which is issued and managed by the monitoring firm or the client agency.

Leaners and Hangers
If directed by the client, specialized tree crews will be mobilized to remove leaning trees ("leaners") and hanging limbs ("hangers"). A *leaner* is defined as a tree that is leaning or partially uprooted and poses an immediate threat to public safety. A *hanger* is defined as a limb or branch that is partially broken and at risk of falling.

Only *leaners* and *hangers* located within the public right-of-way (ROW) will be eligible for removal. Trees will be identified, evaluated, and marked in the field before cutting. Each tree will be categorized based on its diameter at breast height (DBH). Only trees specifically marked for removal will be cut and taken down.

Trees located on private property or those leaning on residential structures will be addressed under the requirements and approval process for Private Property Debris Removal (PPDR).

Stumps
If directed by the client, specialized stump removal crews will be mobilized to remove stumps located within the public right-of-way (ROW) that pose a threat or danger to the public. Stumps will be identified and marked in the field before removal. The basic elements of work include the following:



- Provide utility locate crews before excavation to ensure safety where applicable.
- Remove and haul stumps greater than 24 inches in diameter.
- Extract, remove, and haul stumps greater than 12 inches in diameter.
- Cut standing stumps as needed to reduce hazards.
- Manage debris at the debris management site in accordance with project requirements.
- Reduce stump size as necessary and backfill stump holes to restore the site.

Sand/Soil Screening
Sand screening and beach restoration after a hurricane are specialized processes that are often eligible for FEMA reimbursement under the Public Assistance (PA) program and require meticulous adherence to environmental regulations. This process is broken down into three stages as follows:

Mission Assessment and Environmental Planning: This planning phase allows for ecological concerns, protected habitats, utility and infrastructure conflicts, or other obstacles to be identified. TFR will work with the contracting agency, applicable regulatory entities, state and local biologists, or other involved stakeholders to develop a comprehensive operations plan. Ground or aerial surveys will be conducted to determine the most efficient means of restoration to achieve the client's desired result.

Screening Operations: Once all mitigation measures (e.g., nest identifiers, pedestrian warning signs, and barricades) are in place, the operational phase begins. Any sand identified in stage one as contaminated or hazardous will be removed and disposed of at a licensed facility. Any non-contaminated sand will be consolidated for on-site screening or transported by off-road dump trucks to a processing site, depending on the scope of work. Specialized equipment, such as trommel screens, portable conveyors, shaker screens, and excavators, is used to process sand and remove contaminants, from large items like construction and demolition debris to minor materials like glass or nails. Removal of these safety and environmental hazards allows for the processed sand to be reincorporated into the shoreline. This ensures the native composition of the beach is maintained and can reduce the need for costly beach renourishment projects following a hurricane or storm surge.



Shoreline and Dune Restoration: In coordination with the planning team agencies, screened sand will be transported back to restoration areas, and a rough grade will be established. This initial mechanical shaping uses dozers, loaders, or other equipment to restore dune shapes, the shoreline, and any other agreed-upon features. Following rough shaping, finish grading ensures that any water management runoffs or recreational areas function as designed. Upon final inspection and approval, equipment is demobilized from the site, and any screening spoils are disposed of at a permitted solid waste facility or recycled, as applicable.



Environmentally Sensitive Lands (ESL) Debris Removal

TFR understands that debris removal operations from ecologically sensitive lands, such as dunes, floodplains, critical habitats, and preserves, are the most complex and restrictive type of debris removal following a natural or man-made disaster. Our team of qualified management ensures that environmental and historically significant features are protected and preserved. TFR prioritizes compliance with regulations such as the Clean Water Act and the Endangered Species Act and ensures meticulous documentation for reimbursement eligibility.

Disaster Debris Waste Reduction and Recycling

TFR strongly supports recycling and waste reduction whenever feasible. Each site-specific Management and Operations Plan will include a Disaster Debris Waste Reduction and Recycling Strategy tailored to the project. As part of this effort, our operations manager evaluates all available options for recycling, reusing, or responsibly disposing of debris materials.

Our team maintains specialized equipment that enhances our recycling capabilities. This includes six Diamond Z tub grinders and two horizontal grinders used to process vegetative debris into reusable mulch. After every disaster, we work to identify beneficial end uses for this material, such as landscaping mulch, park ground cover, animal bedding, or as a renewable fuel source for cogeneration facilities or production mills.

For each task order, we will also seek outlets for recycled commodities, including white goods, e-waste, metals, dirt, and mulch products. Beyond vegetative materials, we prioritize keeping metals clean and separated so both ferrous and non-ferrous materials can be properly recycled.

When dealing with large volumes of mixed debris, we can deploy a separation system utilizing equipment such as trommels, air curtain burners, picking-line conveyors, and tub grinders. This process allows paper and plastic to be removed, while dirt, rock, concrete, ferrous and non-ferrous metals, and clean vegetative debris are sorted into recoverable streams for recycling.

Project Spotlight



Hurricane Idalia Recycling

TFR Enterprises has a proven record of recycling and repurposing disaster debris. After Hurricane Idalia in 2023, when 125-mph winds and limited landfill capacity posed major challenges, TFR secured alternative disposal options that prioritized material recovery. More than 3.2 million cubic yards of vegetative debris were ground into mulch and delivered to private agricultural lands for use as soil amendments, easing pressure on local landfills and producing substantial cost savings for FDOT. This effort demonstrates TFR's commitment to sustainable, cost-effective debris management.

Documentation Procedures and Data Management

TFR Enterprises, Inc. utilizes a proprietary Disaster Debris Data Management System (DDD) to capture, manage, and retain all project information for stakeholders throughout every debris management operation. This disaster-specific system integrates documents, processes, and procedures to ensure accurate and timely invoicing, subcontractor payments, and client reimbursement. All processes comply with FEMA documentation standards and incorporate rigorous quality controls with a goal of zero defects.

Material Tracking and Quantification

Three critical data collection tools are used to track and quantify debris:

1. **Truck Certification Forms:** These forms certify and document the hauling capacity of each vehicle at the beginning of the project. Certified truck numbers and measured capacities are recorded on placards affixed to each unit. Information captured includes truck number, owner/subcontractor contact, legal registration, measured capacity (cubic yards), and proof of liability insurance. All truck certifications are scanned and stored in the DDD system along with photographs and driver information.
2. **Load Tickets:** Used to document right-of-way debris collection. Each ticket captures ticket number, load date/time, material type, pickup location or GPS coordinates, contractor name, truck number, driver name, certified capacity, net cubic yards delivered, destination, landfill disposal ticket number (if applicable), and monitor signature.
3. **Unit Tickets:** Used for documenting hazardous leaners and hangers, including tree, stump, or hanger quantity and diameter. GPS coordinates and before-and-after photos are also recorded.

Data Capture Methods

TFR supports both hand-written paper tickets and Automated Data Management System (ADMS) tickets collected via handheld devices such as smartphones or tablets. Paper tickets are provided by the client or monitoring firm and scanned daily into the DDD system, where quality control checks prevent duplicates and verify truck capacities. ADMS technology electronically captures all pertinent data, including GPS coordinates and photographs, eliminating manual reconciliation steps.

Load Verification

Load quantities are verified and “called” by tower monitors at debris management sites or final disposal locations. Once validated and signed, tickets are closed and distributed: one copy to the truck driver, one to the TFR Project Manager, and two to the monitoring firm (one for the monitor, one for the client). This process ensures accurate reconciliation among TFR, subcontractors, the monitoring firm, and the client while maintaining FEMA compliance.

Data Processing and Quality Control

All collected data is scanned or uploaded daily into the DDD system. Quality control procedures verify the accuracy of truck capacities, eliminate duplicate tickets, and reconcile records with subcontractor invoices. Multiple units of measure, including cubic yards, tons, units (“each”), and hours/days, are applied based on debris type and activity. This process ensures accurate invoicing

and timely subcontractor payments while meeting FEMA and FHWA guidelines. Records are retained for a minimum of ten years, exceeding federal requirements.

Customer Invoicing
TFR generates invoices according to the contract's billing cycle (weekly, bi-weekly, or monthly) using validated ticket data. Duplicate tickets or debris collected off designated rights-of-way are excluded. Each invoice includes an Excel spreadsheet exported from the DDD system with supporting load ticket data, ensuring full FEMA documentation compliance.

Subcontractor Data Management and Payments
TFR's data management system is used to reconcile subcontractor invoices. Subcontractors submit weekly invoices, which are reviewed for accuracy against load tickets. Any discrepancies are addressed before payment. Payments are issued on the second Friday following the workweek and are accompanied by a Partial Payment and Release, requiring subcontractor signatures to:

a) Confirm all labor, materials, and taxes have been paid;
b) Release TFR, the project owner, and the prime contractor from claims;
c) Waive lien rights to the extent of payment; and
d) Indemnify TFR and the client against future claims.

Proven Experience
Over the past five years, TFR has processed invoices exceeding **$240,000,000** and distributed more than **$125,000,000** in subcontractor payments across over 100 FEMA-reimbursed municipal debris management contracts. Our extensive FEMA experience, well-vetted data management procedures, and comprehensive documentation ensure successful reimbursement, accurate invoicing, and streamlined subcontractor administration.

Operational Readiness, Capacity, and Subcontractor Utilization

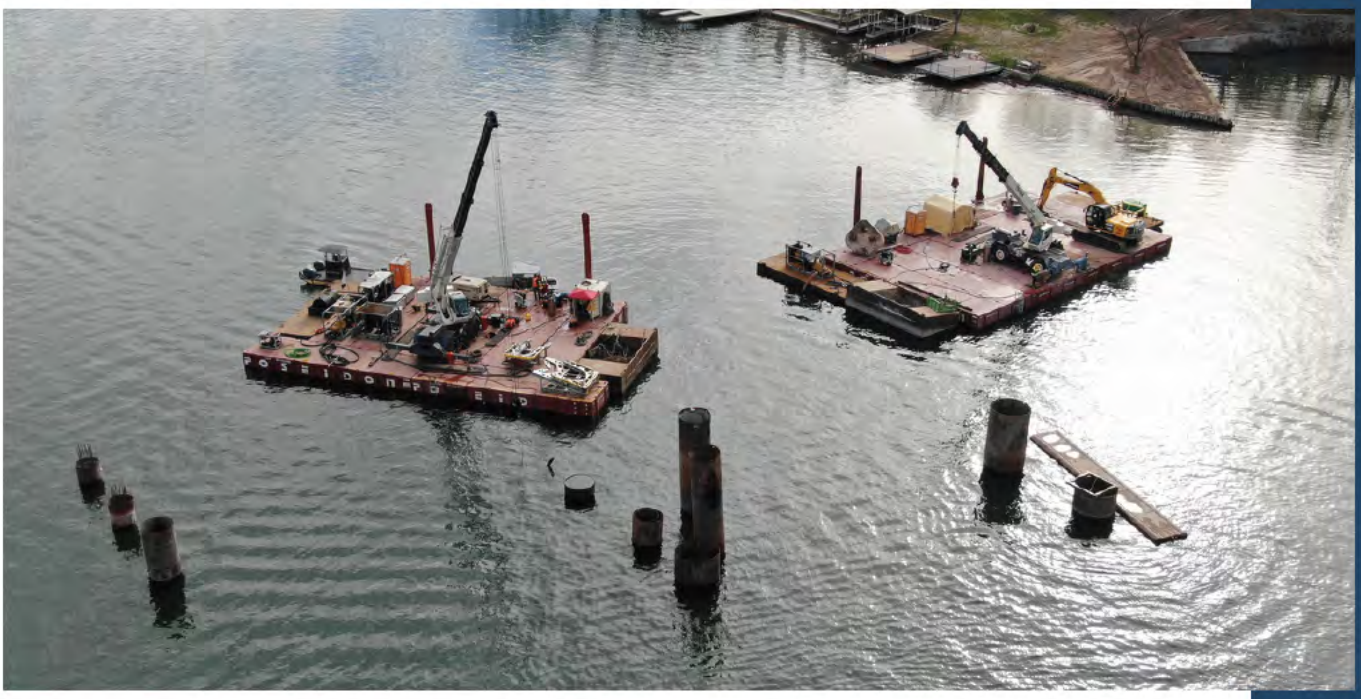
TFR Enterprises, Inc. demonstrates the ability to be fully operational within forty-eight (48) hours of receiving a Notice to Proceed. Upon activation, TFR immediately initiates pre-established mobilization protocols, including the deployment of key personnel, the allocation of equipment, and the establishment of communication and reporting systems. The company maintains a roster of on-call personnel, pre-qualified subcontractors, and readily available equipment resources to ensure rapid response under emergency conditions.

TFR carefully manages its commitments during multiple, simultaneous events through a structured resource allocation strategy. The company evaluates each activation based on contract obligations, geographic proximity, incident severity, and available resources. TFR prioritizes fulfilling all contractual obligations without degradation of service by leveraging its scalable workforce and equipment pool, as well as its network of regional and national partners. The firm maintains situational awareness across all active projects to ensure adequate staffing, supervision, and logistical support are consistently maintained. TFR currently holds multiple on-call contracts and has successfully demonstrated the ability to perform concurrent operations without compromising performance or compliance.

TFR Enterprises, Inc. has operational depth and logistical capacity to sustain a minimum of twelve (12) hours per day, seven (7) days per week operations for extended durations. The company utilizes rotating crews, redundant staffing, and layered management oversight to prevent fatigue and maintain productivity and safety standards over prolonged operational periods. Preventative maintenance programs, backup equipment availability, and established supply chains further support continuous operations without interruption.

TFR strategically utilizes subcontractors and third-party vendors to supplement its core capabilities while maintaining full control and oversight of all operations. Subcontractors may be engaged for hauling, reduction, specialized equipment operations, and site support services as needed. All subcontractors are pre-qualified, contractually bound to comply with TFR standards, and required to meet all applicable federal, state, and local regulations, including FEMA requirements where applicable. TFR retains full responsibility for quality control, safety compliance, documentation, and overall project management, ensuring seamless integration of subcontracted services into the overall operation.

Tab 4.
Financial Stability



Financial Capability

$400,000,000

Bonding Capacity

$5,000,000

Unfunded Line of Credit

TFR has consistently fulfilled all commitments, never defaulted on a contract, and has no history of bankruptcy.

Banking:
Prosperity Bank
Travis Freeman
Regional President
25661 I-45
The Woodlands, TX 77380
P: (281) 292-6691

Bonding:
Toby Miclette
Bowen, Miclette & Britt
Insurance Agency
2800 North Loop West
Suite 1100
Houston, TX 77092
P: (713) 880-7109

Insurance:
TrueNorth Companies
Evan Behnke
500 1st Street SE
Cedar Rapids, IA 52401
P: (319) 739-1376



TRAVELERS

Drew Kratzer
Managing Account Executive
Travelers Bond
4650 Westway Park Blvd
Houston, TX 77041
(281) 606-8406
DKratzer@Travelers.com

March 18, 2026

Town of Fort Myers Beach
6231 Estero Blvd.
Fort Myers Beach, FL 33931

Re: T.F.R. Enterprises, Inc.
Project: Disaster Debris Removal and Disposal Services, Solicitation No.: 26-11-ES

To Whom It May Concern:

Travelers Casualty and Surety Company of America (Travelers) is the surety for T.F.R. Enterprises, Inc. (TFR). In this capacity we have become very familiar with their management, financial and performance capabilities. Through Travelers, we have established a bonding program with a single project limit of $150,000,000 as long as these projects fit within an aggregate program of $400,000,000. Travelers is currently listed on the U.S. Department of the Treasury's Listing of Certified Companies and is currently rated A++ (Superior) with a Financial Size Category of XV (Greater than or Equal to USD 2.00 Billion) by A. M. Best. Travelers is authorized to conduct business in Florida.

It is our understanding that T.F.R. Enterprises, Inc. intends to submit a proposal to you. Based on the bonding requirements in this Request for Proposal, Travelers is agreeable to issue 100% performance and payment bonds, on behalf of TFR, upon issuance of a valid Contract/Task Order/Notice to Proceed, as required by contract, subject to Traveler's acceptable review of contract terms, contract amount, bond forms, and financing and other pertinent underwriting information at the time the bonds are requested. Please understand that any arrangement for any bonds is a matter between TFR and Travelers. We assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

Our experience with TFR has been excellent, and we highly recommend them to you.

Sincerely,

Andrew P. Kratzer, Jr., Managing Account Executive

PROSPERITY BANK®

Friday, January 30, 2026

TFR Enterprises Inc.
601 Leander Dr.
Leander, TX 78646

RE: Banking relationship with TFR Enterprises Inc.

To Whom it may Concern:

TFR Enterprises Inc. as well as the principle's Tipton and Julie Rowland, have been excellent customers of the bank for 20+ years. Currently, TFR Enterprises Inc. has a $5,000,000 Revolving Line of Credit that is unfunded, and they keep considerable deposits with Prosperity Bank. The Rowland's have always performed as agreed, and are a pleasure to work with. If you have any questions please call me at 281-465-5308.

Sincerely,

Travis Freeman
Senior Regional President

25661 I-45 | Spring/Woodlands, Texas 77380
(281) 292-6691 | Fax: (281) 298-5813 | thewoodlands-i45@prosperitybankusa.com | ProsperityBankUSA.com Member FDIC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2026

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
TrueNorth Companies, L.C.
500 1st St SE
Cedar Rapids IA 52401

CONTACT NAME:
PHONE (A/C, No, Ext): 319-366-2723 FAX (A/C, No): 319-862-0612
E-MAIL ADDRESS: certs@truenorthcompanies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Key Risk Insurance Company	10885
INSURER C : Travelers Lloyds Insurance Company	41262
INSURER D : American Interstate Insurance Company	31895
INSURER E :	
INSURER F :	

INSURED
TFR Enterprises Inc
601 Leander Dr
Leander TX 79641
TFRENTE-01

COVERAGES **CERTIFICATE NUMBER:** 1024150345 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ECP2043137-12	3/31/2026	3/31/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							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 X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BAP2043139-12	3/31/2026	3/31/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			FFX2043138-12	3/31/2026	3/31/2027	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		AVWCTX3472132026	3/31/2026	3/31/2027	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pollution Liability			ECP2043137-12	3/31/2026	3/31/2027	Occurrence Limit	1,000,000
C	Leased/Rented Equipment			QT-660-2W270233-TLC-26	3/31/2026	3/31/2027	Limit	700,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
In accordance with policy terms and conditions: If Yes is indicated above for Additional Insured, General Liability form ECP 1246 01/21(ongoing operations), form ECP 1248 01/21 (completed operations) and Auto Liability form BENV CA06 09/17 apply. If Yes is indicated above for Waiver of Subrogation, General Liability form ECP 1259 01/21, Automobile Liability form CA 0444 10/13 and Workers Compensation form WC420304B 06/14 apply.

CERTIFICATE HOLDER

Information Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

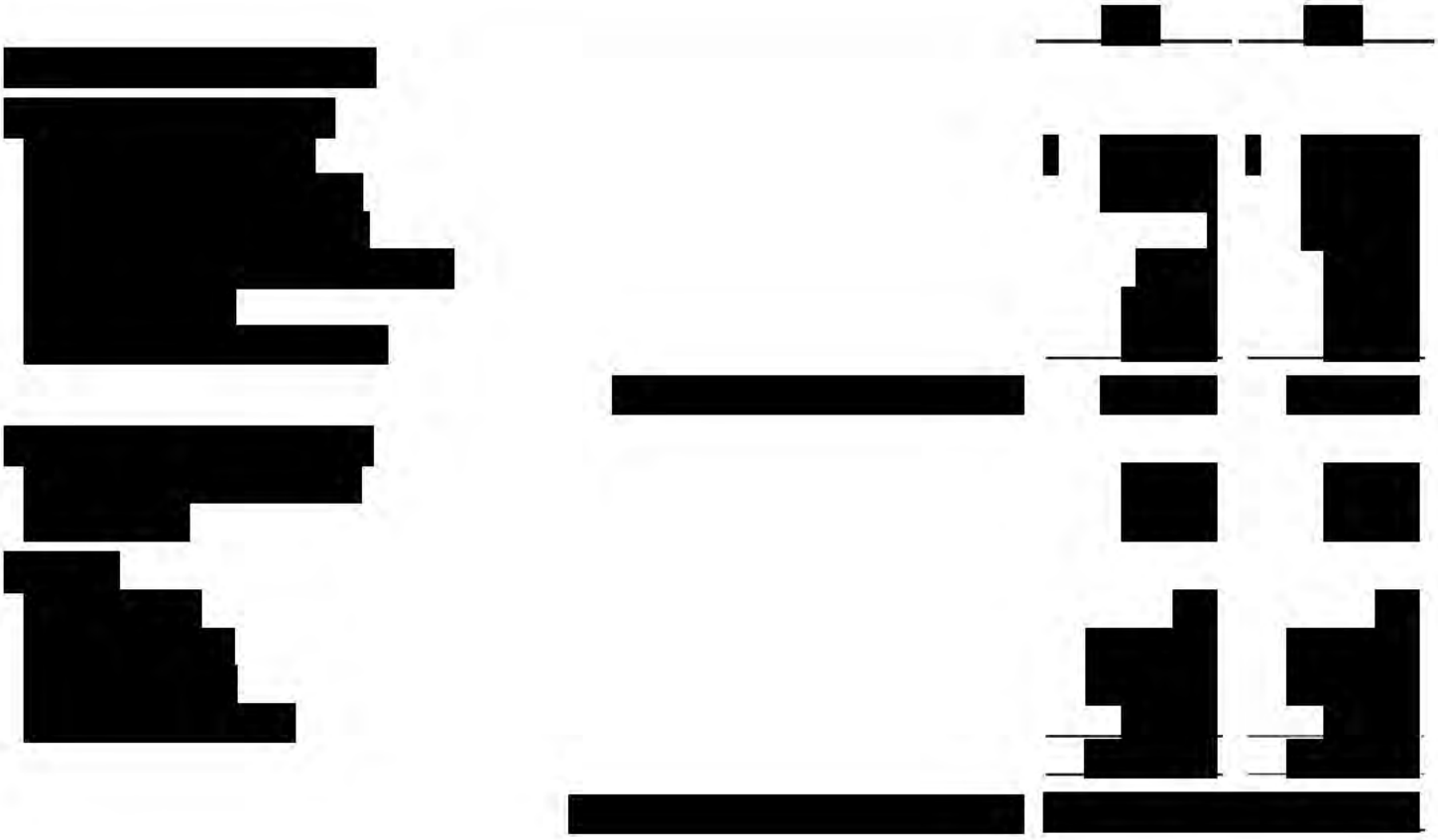
AUTHORIZED REPRESENTATIVE

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T.F.R. ENTERPRISES, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
December 31, 2025 and 2024



See notes to consolidated financial statements.



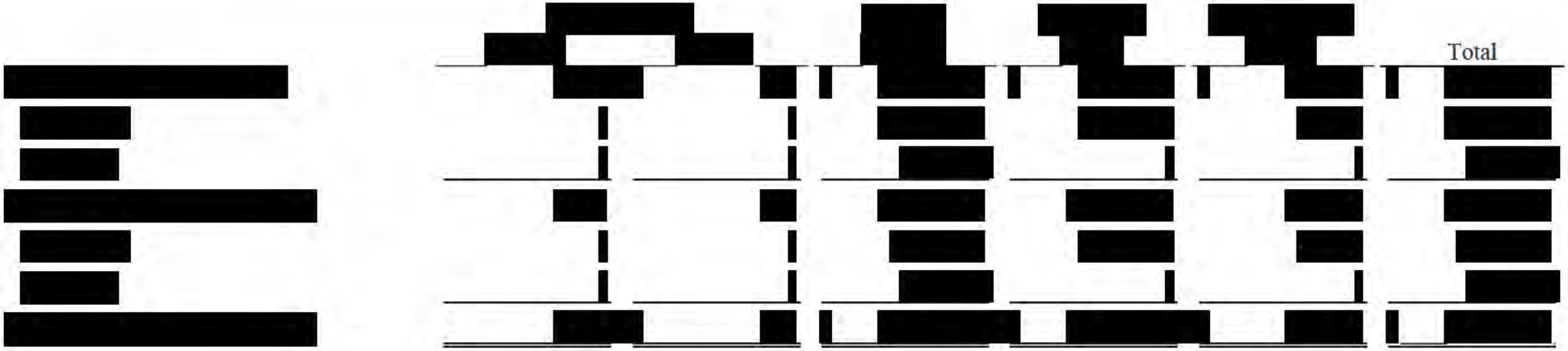
See notes to consolidated financial statements.

T.F.R. ENTERPRISES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME
December 31, 2025 and 2024



See notes to consolidated financial statements.

T.F.R. ENTERPRISES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EQUITY
December 31, 2025 and 2024



See notes to consolidated financial statements.

T.F.R. ENTERPRISES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
December 31, 2025 and 2024



See notes to consolidated financial statements.

Tab 5.
Price Proposal



Price Proposal
Pricing has been uploaded to an Excel spreadsheet.

Tab 6.
Required Forms



☑	1.	Proposal includes all required sections: Title Page, Table of Contents, Transmittal Letter, Technical Proposal, Cost Proposal, and has been signed.
☑	2.	Include a signed copy of each addendum, if any.
☑	3.	Public Entities Crime Form
☑	4.	Affidavit Regarding Labor and Services **MUST** be signed and attached with your submittal.
☑	5.	Non-Collusion Affidavit
☑	6.	Conflict of Interest
☑	7.	Anti- Lobbying Affidavit
☑	8.	Bid Bond
☑	9.	RFP Form A - Qualifications Statement
☑	10.	RFP Form B - Reference Form
☑	11.	RFP Form C - Price Proposal Form
☑	12.	RFP Form D - Proposer's Certification
☑	13.	Exhibit I – Federal Provisions and Assurances
☑	14.	Proof of status from Division of Corporations - Florida Department of State (If work performed in the State) - http://dos.myflorida.com/sunbiz/ should be attached with your submittal.
☑	15.	Vendor **MUST** be enrolled in the E-Verify - https://www.e-verify.gov/ at the time of submission of the proposal/bid
☑	16.	Vendor W-9 Form.
☑	17.	Vendor acknowledges Insurance Requirements and is prepared to produce the required insurance certificate(s) within five (5) days of the Town's issuance of a Notice of Recommend Award

*All proposal documents, certifications, and forms requiring a signature must be executed by an authorized representative of the firm. An authorized representative is defined as an individual listed as an officer or registered agent of the firm in the Florida Division of Corporations (Sunbiz) database, or an individual holding a current written Letter of Authorization executed by such an officer or registered agent delegating signatory authority on behalf of the firm.

ADDENDUM TO REQUEST FOR PROPOSAL

SOLICITATION NO.: 26-11-ES **Addendum No.: 1**

PROJECT NAME: Disaster Debris Removal and Disposal Services

Date of Issue: 3/23/26

Questions Received via Email

1. **Has the current contract gone full term?**
   The Town declines to respond as this is outside the scope of the RFP.
2. **Have all options to extend the current contract been exercised?**
   The Town declines to respond as this is outside the scope of the RFP.
3. **Who is the incumbent, and how long has the incumbent been providing the requested services?**
   The Town declines to respond as this is outside the scope of the RFP.
4. **To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?**
   Location of the proposer's headquarters is not a listed evaluation criterion. Proposals will be evaluated based on the criteria set forth in Part IV, Section 3.3: Experience and References (25 pts), Company Resources (15 pts), Company Capabilities (25 pts), Financial Stability (20 pts), and Price Proposal (15 pts).
5. **What is the required onsite response time?**
   Per Section 4.3, the Contractor shall have a maximum of 24 hours from a Notice to Proceed to mobilize and begin their response. Per Section 8.2, the Contractor shall have sufficient equipment and forces in Fort Myers Beach within 2 days of notification to proceed to begin removal operations at an initial rate of 3,000 CY per day.
6. **What is the total mileage of roads within the scope of the service area?**
   Approximately 30 miles
7. **Are there any superseding prior agreements that may impact this contract?**
   The Town declines to respond as this is outside the scope of the RFP.

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8. **When/what was the most recent event that precipitated the activation of the existing or previous contract?**

   The Town declines to respond as this is outside the scope of the RFP.

9. **Approximately how many cubic yards of debris were collected from the most recent event?**

   The Town's most recent debris removal mission following Hurricanes Helene (September 2024) and Milton (October 2024) generated an estimated 100,000+ cubic yards of debris. For reference, Hurricane Ian (2022) generated approximately 168,000 cubic yards within the Town's jurisdiction.

10. **What estimated or actual dollars were paid to the incumbent(s) after the most recent event?**

    The Town declines to respond as this is outside the scope of the RFP.

11. **How many times have the incumbent's services been utilized in the previous five years?**

    The Town declines to respond as this is outside the scope of the RFP.

12. **What estimated or actual dollars were paid to the incumbent(s) in the previous five years?**

    The Town declines to respond as this is outside the scope of the RFP.

13. **If there was a previous solicitation for these services, what was its title, number, release date, and due date?**

    The Town declines to respond as this is outside the scope of the RFP.

14. **Why has this solicitation been released at this time**?

    The Town is implementing best practice as advised by the F-ROC program.

15. **When is the anticipated contract start date?**

    The contract will commence upon execution by both parties. Per Part II, Contract Term, the initial contract term shall be three (3) years from the date of execution, with the option to renew for two (2) additional one (1) year periods.

16. **When is the anticipated award date?**

    The Town does not have a confirmed award date at this time. Proposers are advised to monitor DemandStar for updates.

17. **Can you please provide greater details regarding your bid bond and/or performance bond requirements?**

    A Bid Bond is required with the proposal submission per Part V, Proposal Submittal Checklist, Item 8. Proposers must also provide a letter of bond-ability from their surety specifying and confirming the firm's bonding capability per Part IV, Section 1.4.1(D). Additional bonding or performance bond requirements, if any, will be established within the contract.

18. **Are bidders permitted to deviate from the prescribed method of quoting fees?**

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Per Part II(A), Deviation from Specification, any deviation from specifications must be clearly stated, explained in detail, and accepted by the Town in writing. Proposers shall complete the Exhibit B – Compensation and Pricing in its entirety, providing all rates as requested within Categories A, B, C, and D. Per Part IV, Section 2.7, proposers may note exceptions and present alternative methods but are encouraged to first respond to the objectives detailed herein.

19. **Please describe your level of satisfaction with your current or recent vendor(s).**

    The Town declines to respond as this is outside the scope of the RFP.

20. **I am seeking clarification regarding the bid bond requirements outlined in the RFP. It states that only a bid bond letter is required; however, Attachment FMB:001 – Bid Bond Form is also included.**

    Proposers shall submit a bid bond using Attachment FMB:001 – Bid Bond Form included in the solicitation package. A bid bond letter issued by the Proposer's surety on their letterhead will also be accepted in lieu of the form, provided it contains the same material information: principal name, surety name, solicitation number, and bond amount. This is separate from the letter of bond-ability required under Part IV, Section 1.4.1.D (Financial Stability).

21. **Could you please confirm the required amount for the bid bond? Should it be 5% of the total bid, or is there a specific dollar amount that must be submitted?**

    The bid bond shall be in the amount of five percent (5%) of the Proposer's total evaluated price as submitted in Category A – Core Services of the Price Proposal Form. The bid bond shall guarantee that the Proposer, if selected, will enter into a contract with the Town under the terms proposed. The bid bond will be returned to unsuccessful Proposers following contract execution with the selected firm(s).

22. **Is there an anticipation of an extension for Proposal Submissions?**

    Not at this time, submissions are due April 16, 2026, at 2pm EDT

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239-765-0202

Amendment to the Bid Documents

FMB102 Conflict of Interest is hereby amended and replaced in its entirety.
The revised form will also be uploaded separately to DemandStar.

FMB:102 Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when a Proposer's commitments and obligations to the Town of Fort Myers Beach are likely to be compromised by the Proposer's other material interests or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict-of-Interest Form should indicate whether the Proposer, or any officer, director, agent, or employee of the Proposer, has an economic interest in, or acts as an officer or director of, any outside entity whose financial interests would reasonably appear to be affected by the award of this solicitation. The Proposer should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest with the Town of Fort Myers Beach. Offerors must disclose the name of any officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

Date: _____

Name: _____

Firm/Company: _____

Title: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify any relationship with a Town officer or employee, any financial interest in the outcome of this solicitation beyond the contract itself, and any other circumstance that could constitute a conflict of interest):

1. _____
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Date: _____

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239-765-0202

TFR Enterprises, Inc

Company Name

Signature

Tipton F. Rowland, CEO

Print Name & Title

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239-765-0202

ADDENDUM TO REQUEST FOR PROPOSAL

SOLICITATION NO.: 26-11-ES **Addendum No.: 2**

PROJECT NAME: Disaster Debris Removal and Disposal Services

DATE OF ISSUE: 4/7/26

Questions Received via Email

1. **Can you please confirm whether the requirement in Part IV, Section A. can be satisfied using state-level project experience or if it must be limited to specifically city of county government projects meeting the population threshold outlined?**
   - Yes, state-level project experience will satisfy the requirements outlined in Part IV, Section 1.4.1(A), provided it demonstrates an understanding of the required documentation for federally funded reimbursement projects.

2. **Can you please clarify if there are any page limits for sections beyond the Executive Summary (3 pages) and resumes (1 page per person)?**
   - Page limits apply only to the Executive Summary and Resumes. There are no additional page limits for other sections of the submittal.

3. **When we submit the PDF of our Combined Technical and Price Proposal, does the Town also want us to upload the Exhibit B – Compensation and Pricing Excel Spreadsheet to DemandStar? Please clarify.**
   - Yes, please upload as an Excel Sheet. If unable to upload as an Excel Sheet a PDF version will suffice.

4. **Can Subcontracts serve as a Sub on multiple teams?**
   - No, a Subcontractor may only participate on one team's proposal under this solicitation. Serving as a Subcontractor on multiple competing proposals is prohibited. This restriction is necessary to preserve the integrity of the competitive process and to ensure compliance with the Non-Collusion Affidavit (FMB:021) and Conflict of Interest Disclosure Form

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(FMB:102). A Subcontractor's involvement across multiple competing teams creates an inherent conflict of interest and an unacceptable risk of shared pricing or strategic information between teams that the Town will not accept.

5. **Can a Contractor who is pursuing this contract as a Prime, also serve as a Subcontractor on other teams?**
   - No, a firm submitting a proposal as a Prime Contractor under this solicitation may not simultaneously participate as a Subcontractor on any other team's proposal. Dual participation in any capacity across competing proposals is prohibited. This restriction is necessary to preserve the integrity of the competitive process and to ensure compliance with the Non-Collusion Affidavit (FMB:021) and Conflict of Interest Disclosure Form (FMB:102). A firm's involvement on multiple competing teams creates an inherent conflict of interest and an unacceptable risk of collusion that the Town will not accept.

6. **Since this Solicitation requires a Bid Bond to be submitted WITH the proposal response, but the submission is electronic, are we to mail the Bid Bond? How do we handle?**
   - Proposers shall submit a scanned copy (PDF) of the executed Bid Bond as part of their electronic proposal submission via DemandStar. The original Bid Bond will be required from the recommended awardee(s) prior to contract execution.

7. **Please clarify the bid bond requirement. A bid bond form is included as an attachment, but it does not specify the required amount. Additionally, the RFP indicates that a letter is required.**
   - This question was addressed in Addendum No. 1, Questions 20 and 21. For the Proposer's convenience, the Town restates its response below:
     Proposers shall submit a bid bond using Attachment FMB:001 – Bid Bond Form included in the solicitation package. In addition, Proposers shall provide a bid bond letter issued by their surety on their letterhead containing the same material information: principal name, surety name, solicitation number, and bond amount. This is separate from the letter of bond-ability required under Part IV, Section 1.4.1(D) (Financial Stability). Consistent with the electronic submission requirements, a scanned copy (PDF) of the executed Bid Bond shall be included with the proposal submission via DemandStar. The original Bid Bond will be required from the recommended awardee(s) prior to contract execution.

8. **Could you please confirm whether a bid bond is required, and if so, the amount?**
   - This question was addressed in Addendum No. 1, Questions 20 and 21. For the Proposer's convenience, the Town restates its response below:
     The bid bond shall be in the amount of five percent (5%) of the Proposer's total evaluated price as submitted in Category A – Core Services of the Price Proposal Form. The bid bond shall guarantee that the Proposer, if selected, will enter into a contract with the Town under

the terms proposed. The bid bond will be returned to unsuccessful Proposers following contract execution with the selected firm(s).

TFR Enterprises, Inc
Company Name

Signature

Tipton F. Rowland, CEO
Print Name & Title

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ADDENDUM TO REQUEST FOR PROPOSAL

SOLICITATION NO.: 26-11-ES **Addendum No.: 3**

PROJECT NAME: Disaster Debris Removal and Disposal Services

DATE OF ISSUE: 4/9/26

Questions Received via Email

1. **When was the last time the Town had a contract activation for Debris Removal? How many CYs were removed?**
   - This question was partially addressed in Addendum No. 1, Question 9. For the Proposer's convenience, the Town restates its response below:
     The Town's most recent debris removal mission followed Hurricanes Helene (September 2024) and Milton (October 2024), generating an estimated 100,000+ cubic yards of debris. For reference, Hurricane Ian (2022) generated approximately 168,000 cubic yards within the Town's jurisdiction.

2. **Has the Town determined which landfill(s) can be used? If so, please provide locations.**
   - Per Section 9.8.9 of the RFP, unless otherwise directed, the Contractor(s) shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris. The Town will determine the primary location of reduction and disposal sites in consultation with the Contractor(s). As stated in Section 12.1.1, Note 1, pricing shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, Florida. Specific landfill designations beyond these references will be determined at the time of activation in consultation with the awarded Contractor(s) and Lee County.

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3. **Has the Town determined where possible DMS will be? If so, please provide locations.**
    - Per Section 9.8.5, the Town will have an interlocal agreement with Lee County that may allow for the use of County-approved Debris Management Sites. Lee County will designate the DMS to be activated at the beginning of each hurricane season. The selection of DMS sites is identified in the RFP as the first task to be completed by the Debris Management Team following activation. Specific DMS locations have not been predetermined for purposes of this solicitation.

4. **Will the public bid opening April 16 be available to virtual attendees? And if so, can you please provide call in #, zoom/Webex link or similar for the responding bidders to be present?**
    - Yes, the public opening on April 16, 2026, at 2:15 PM EDT will be accessible to virtual attendees at: https://www.youtube.com/@townoffortmyersbeachfl33931/streams

5. **Does the Town have a monitoring firm contracted? If so, which monitoring Firm?**
    - Yes, the Town currently has contract in place with Tetra Tech, INC. for monitoring.

6. **Can the Town provide the address for their Emergency Operations Center?**
    - On Island: Town Hall, 6231 Estero Blvd, Fort Myers Beach, FL 33931
    - Off Island: Lee County Emergency Management, 2675 Ortiz Ave, Fort Myers, FL 33905

7. **Please confirm that pricing for Hazardous Trees and Hanging Limbs is for Cutting/Removal and Placing on ROW to be hauled off under A1.**
    - Yes, pricing for Hazardous Trees (as described in Section 10.15) and Hanging Limbs (as described in Section 10.16) within the Schedule of Values covers the cutting, removal, and placement of material at the right-of-way. Once placed at the ROW, the resulting debris becomes eligible for collection and hauling under the applicable Category A line items (e.g., A1 through A7) based on debris type. Proposers should price hazardous tree and hanging limb line items to reflect the specialized labor, equipment, documentation, and placement activities required, separate from the hauling and disposal pricing.

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239-765-0202

TFR Enterprises, Inc
Company Name

Signature

Tipton F. Rowland, CEO
Print Name & Title

Town of Fort Myers Beach
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ADDENDUM TO REQUEST FOR PROPOSAL

SOLICITATION NO.: 26-11-ES **Addendum No.: 4**

PROJECT NAME: Disaster Debris Removal and Disposal Services

DATE OF ISSUE: 4/13/26

Questions Received via Email

1. **Regarding the page count of the proposal, the rfp states: "*Resumes are not included within page restrictions but should be limited to one (1) page per person.*" Is there an overall page restriction?**

   Additionally: Throughout the evaluation criteria, there are multiple references to "page restrictions." However, the RFP appears to include only one specific statement defining page limitations, and that guidance seems to apply to a single section rather than the proposal as a whole. Could you please confirm whether page limits apply to all sections of the proposal, or only to the section explicitly identified? Additionally, if there are broader page restrictions intended, could you provide further detail on how they should be applied?
   - This was addressed in Addendum No. 2, Question 2. Page limits apply only to the Executive Summary (3 pages) and Resumes (1 page per person). There are no additional page limits for other sections of the submittal.

2. **Are tipping fees a pass-through expense?**
   - Yes. Tipping/disposal fees at final disposal sites are passed through to the Town at cost without mark-up or escalation (Section 9.8.9). The same pass-through-without-markup rule applies to disposal at non-designated locations (Section 9.6) and is restated in Category A, Note 1 and Category B, Note 1 of the Schedule of Values.

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239-765-0202

TFR Enterprises, Inc
Company Name

Signature

Tipton F. Rowland, CEO
Print Name & Title

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

FMB:019 – PUBLIC ENTITIES CRIME FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

This sworn statement is submitted to Fort Myers Beach
(Print name of public entity)

By Tipton F. Rowland, CEO
(Print individual's name and title)

For TFR Enterprises, Inc
Print name of entity submitting sworn statement)

Business address: 601 Leander Drive, Leander, TX. 78641

and (if applicable) its Federal Employer Identification Number (FEIN) is 721149862 (If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or

  An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person

- A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

FMB:019 – PUBLIC ENTITIES CRIME FORM

I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH 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.

_____
(Signature)

STATE OF Texas

COUNTY OF Williamson

SWORN TO AND SUBSCRIBED BEFORE ME, on this 14th day of April, 2024, by means of (✓) physical presence or ( ) online notarization, personally appeared Tipton F. Rowland as CEO of TFR Enterprises, INC, (✓) who is personally known to me or ( ) who has produced _____ as identification.

TIFFANY J. JEAN
My Notary ID # 123933814
Expires January 27, 2030

Tiffany J. Jean
Notary Public Signature

My commission expires:

AFFIDAVIT REGARDING LABOR AND SERVICES

AND CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

Effective July 1, 2024, pursuant to § 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Effective January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the government with an affidavit signed by an officer or representative under penalty of perjury attesting that the entity does not meet any of the following criteria: (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

Effective July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c), § 287.138, Florida Statutes.

Nongovernmental Entity's Name:	TFR Enterprises, Inc
Address:	601 Leander Dr. Leander, TX. 78641
Phone Number:	(512) 260-3322
Authorized Representative's Name:	Tipton F. Rowland
Authorized Representative's Title:	CEO
Email Address:	tiffany@tfrinc.com

I, Tipton F. Rowland (Name of Authorized Representative), as authorized representative attest under penalty of perjury that TFR Enterprises, Inc (Name of Nongovernmental Entity) does not: (1) use coercion for labor or services as defined in § 787.06, Florida Statutes, and (2) the nongovernmental entity is not (a) owned by a government of a foreign country of concern, (b) that a foreign country of concern does not have a controlling interest in the entity, and (c) that the entity is not organized under the laws of or has its principal place of business in a foreign country of concern, all as prohibited under § 287.138, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

TF — 4/14/2026

(Signature of authorized representative) Date

STATE OF Texas

COUNTY OF Williamson

Sworn to (or affirmed) and subscribed before me, by means of ☑ physical presence or ☐ online notarization this 14th day of April, 2026, by Tipton F. Rowland (Name of Affiant), who produced his ~~Florida~~ Texas Driver's License as identification.

Tiffany J. Jean
Notary Public

Commission Expires

TIFFANY J. JEAN
My Notary ID # 123933814
Expires January 27, 2030

Personally Known ☑ OR Produced Identification ☐

Type of Identification Produced: _____

FMB:021 – NON-COLLUSION AFFIDAVIT

State of Texas

County of Williamson

Tipton F. Rowland being first duly sworn, deposes and says that:

1) He/she is the Owner | CEO, (Owner, Partner, Officer, Representative or Agent) of TFR Enterprises, Inc, the PROPOSER that has submitted the attached Proposal;
2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3) Such Proposal is genuine and is not a collusive or sham Proposal;
4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Responder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Responding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Responder, firm, or person to fix the price or prices in the attached Proposal or of any other Responder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

Tipton F. Rowland
(Printed Name)

ACKNOWLEDGEMENT

STATE OF Texas

COUNTY OF Williamson

SWORN TO AND SUBSCRIBED BEFORE ME, on this 14th day of April, 2026, by means of (✓) physical presence or ( ) online notarization, personally appeared Tipton F. Rowland as CEO of TFR Enterprises, Inc, (✓) who is personally known to me or ( ) who has produced _____ as identification.

Tiffany J. Jean
Notary Public Signature

My commission expires:

TIFFANY J. JEAN
My Notary ID # 123933814
Expires January 27, 2030

Rev 3/10/2026

FMB:102 Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when a Proposer's commitments and obligations to the Town of Fort Myers Beach are likely to be compromised by the Proposer's other material interests or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict-of-Interest Form should indicate whether the Proposer, or any officer, director, agent, or employee of the Proposer, has an economic interest in, or acts as an officer or director of, any outside entity whose financial interests would reasonably appear to be affected by the award of this solicitation. The Proposer should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest with the Town of Fort Myers Beach. Offerors must disclose the name of any officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

Date: 4/14/2026

Name: Tipton E. Rowland

Firm/Company: TFR Enterprises, Inc

Title: CEO

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

✓ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify any relationship with a Town officer or employee, any financial interest in the outcome of this solicitation beyond the contract itself, and any other circumstance that could constitute a conflict of interest):

1. _____

2. _____

3. _____

FMB:101 ANTI-LOBBYING FORM

To be submitted with each proposal or offer exceeding $100,000.00.
The undersigned, Tipton F. Rowland of TFR Enterprises, Inc
(the "company") hereby certifies, to the best of his or her knowledge, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Company Authorized Official

Tipton F. Rowland
CEO
Name and Title of Company Authorized Official

Date: 4/14/2026

Rev 3/10/2026

FMB:001 - BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

T.F.R. Enterprises, Inc. as Principal, and
(BIDDER'S Name)

Travelers Casualty and Surety Company of America a corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto TOWN OF FORT MYERS BEACH TOWN COUNCIL, LEE COUNTY, FLORIDA, a Florida municipal corporation,
in the SUM OF $ 5% G.A.B. -- Five Percent of the Greatest Amount Bid
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 16th day of April, 2026

WHEREAS, said Principal is herewith submitting a Bid Proposal for Disaster Debris Removal and Disposal Services for the Town of Fort Myers Beach.

Solicitation No.: 26-11-ES

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Performance and Payment Bond from a Surety acceptable to the TOWN and provide other Insurance as may be required to the TOWN within such time period as the TOWN may allow, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said TOWN in money the difference between the amount of the Bid of said Principal and the amount for which said TOWN may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said TOWN if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. The liability of the Surety shall not exceed the penal sum of the bid bond.

T.F.R. Enterprises, Inc.

Witness to Principal Signature

(SEAL)
Principal

Witness to Surety Signature Al Johnson

Travelers Casualty and Surety Company of America (SEAL)
Surety's Name

By: As- Attorney-In-Fact, Surety
David T. Miclette

Affix Corporate Seals and attach proper Power of Attorney for Surety.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DAVID T MICLETTE** of **HOUSTON**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **April**, **2026**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FMB:200 RFP FORM A

Proposer: TFR Enterprises, Inc

QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

a. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If there is a partnership, state the names of all partners. If there is a trade name, state the names of the individuals who do business under the trade name.)

   i. The correct and full legal name of the Proposer is: TFR Enterprises, Inc

   ii. The business is a (Sole Proprietorship) (Partnership) (Corporation). Corporation

   iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
   Tipton F Rowland, CEO and Julie Rowland, CFO

b. Please describe your company in detail.

TFR Enterprises, Inc. is an experienced disaster recovery and debris management company specializing in post-storm response, debris removal, and emergency support services for local governments and public agencies. With decades of experience, TFR is known for rapid mobilization, dependable operations, and a strong commitment to safety, compliance, and efficient project execution.

c. The address of the principal place of business is:

601 Leander Drive, Leander, Texas 78641

d. Company telephone number and e-mail addresses:

512-260-3322 or 512-565-0710
tiffany@tfrinc.com

e. Number of employees:

35 full-time employees

f. Name of employees to be assigned to this Project:

Melvin Utterback, Tiffany Jean, Roger Barfield, Sharon Lyell, Brianna Schofield, Steven Vinyard, Mike Mejia, Kevin Rolison, and Jack Anderson

g. Company identification numbers for the Internal Revenue Service:

FEIN: 721149862

h. Provide Lee County business tax receipt number, if applicable, and expiration date:

N/A but will obtain if awarded

i. How many years has your organization been in business? Does your organization have a specialty?

36 years, we specialize in emergency debris removal services.

j. List the last three projects of this nature that the firm has completed? Please provide project description, reference, and contact information and cost of work completed.

Please see enclosed experience list.

k. Have you ever failed to complete any work awarded to you? If so, where, and why?

TFR has never failed to complete any work awarded to us.

l. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division, or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
2026 Ice Storm	Yolabusha County	6M	May 2026	75%

(Continue list as necessary)

m. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
Timberline Trading	PO BOX 643, Lathrop, MO 64429	Hauling Services
Lyellco, Inc	7503 White Oak, Lago Vista, Texas 78645	Hazardous Tree Removal

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

FMB:201 RFP Form B

Proposer: TFR Enterprises, Inc

REFERENCE FORM

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact: Martha McCaskill
   Title of Contact: Grant Coordinator — Email: grantcoordinator@dixiecounty.us
   Telephone Number: 352-498-1426 — Fax
   Number: Project:

2. Name of Contact: Neil Gaines
   Title of Contact: Project Coordinator — Email: neil.gaines@leesburgflorida.gov
   Telephone Number: 352-571-0989 — Fax
   Number: Project: DR-4834-FL

3. Name of Contact: Leigh Basford
   Title of Contact: County EMC — Email: madisonem@madisoncountyfl.com
   Telephone Number: 850-973-3698 — Fax
   Number: Project: DR-4828-FL

4. Name of Contact: L.G. Singletary
   Title of Contact: County Coordinator — Email: lgsingletary@emanuelco-ga.gov
   Telephone Number: 478-237-3881 — Fax
   Number: Project: DR-4830-GA

FMB:202 RFP Form C

Proposer: TFR Enterprises, Inc

PRICE PROPOSAL FORM

See Exhibit B - Compensation and Pricing for Price Proposal Form

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Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, unit rate and staff positions available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
Title:	Hourly Rate/Per Unit Rate
Operations Manager	70.00
Tree Climber	90.00
Heavy Equipment Operator	65.00
Administrative	60.00
Laborers	55.00

Signature: _____

Date: 4/14/2026

Name: Tipton F Rowland

Title: CEO

FMB:204 RFP FORM D

Proposer: TFR Enterprises, Inc

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements, and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

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

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

TFR Enterprises, Inc
(Name of Business)

(Signature)

Tipton F. Rowland, CEO
(Print Name and Title)

601 Leander Drive
(Address)

Leander, Tx 78641
(Address)

STATE OF Texas

COUNTY OF Williamson

SWORN TO AND SUBSCRIBED BEFORE ME, on this 14th day of April, 2026 by means of (✓) physical presence or ( ) online notarization, personally appeared Tipton F. Rowland as CEO of TFR Enterprises, Inc, (✓) who is personally known to me or ( ) who has produced _____ as identification.

Tiffany J. Jean
Notary Public Signature

My commission expires:

TIFFANY J. JEAN
My Notary ID # 123933814
Expires January 27, 2030

Rev 3/10/2026

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Town harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

Access to Records: 1) The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's 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 section 1225 of the Disaster Recovery Act of 2018, the Town 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.

Buy Clean: The Town encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the Town encourages that the performance of this agreement includes considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The Town must obtain written permission from Department of Homeland Security prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials. 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.

Domestic Preference for Procurements: The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Build America, Buy America Act (BABAA): FEMA Public Assistance Funding is not subject to Buy America preference pursuant the following guidance: Programs and Definitions: Build America, Buy America Act | FEMA.gov

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data

required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts: 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.

Prohibition on Covered Telecommunications Equipment or Services: (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(3) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Providing Good, Safe Job to Workers: Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Socioeconomic Contracting: The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms are considered when possible. Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractors must sign and submit a debarment certification to the Town with each bid or offer. See Certifications and Assurances and the end of this document.

Procurement of Recovered Materials (§200.323) (Over $10,000) : In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired — a) Competitively within a timeframe providing for compliance with the contract performance schedule; b) Meeting contract performance requirements; or c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: Comprehensive Procurement Guideline (CPG) Program | US EPA. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Contactor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

Termination for Cause and Convenience (over $10,000) : See Standard Purchase Order and/or Contract Terms and Conditions

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

Contractors must sign and submit a lobbying certification to the Town with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (CWHSSA) (40 U.S.C. 3701-3708) (over $100,000) : Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section,

in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages—

(i) Withholding Process. The Town may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) (ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part."

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job."

Clean Air Act (over $150,000) : 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000) : 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000) : Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

Construction Activities
This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent this Agreement meets this definition, Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

5) The Contractor will comply with the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by rules, regulations, and orders of the Secretary of Labor, and will permit access to its 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.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses this Agreement or with any of the said rules, regulations, or orders, this Agreement 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 authorized procedures, and such other sanctions may be imposed and remedies invoked as by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the above applicable provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, 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.

9) The Town further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the City is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

10) The Town agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

11) The Town further agrees that it will refrain from entering into any contract or contract modification with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to any applicable Executive Order and will carry out such sanctions and penalties for violation of any applicable clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor. In addition, the Town agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracting Contractor acknowledges that if Contractor intends to enter into subcontracts for any portion of the work under this Agreement, Contractor may take the affirmative steps described in 2 C.F.R. § 200.321 to ensure that small business firms, minority business firms, women's business enterprises, and labor surplus area firms are solicited when possible, to the extent doing so is consistent with applicable local, State, and Federal law.

Implementing the above provisions for new contracts should at least demonstrate that the Town is trying to comply with the ever-evolving rules and regulations, and as of now, we think this is enough. I'll make sure I keep you updated on any other actions that might become necessary in the future.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

FEDERAL HIGHWAY ADMINISTRATION
EMERGENCY RELIEF (ER) PROGRAM

FHWA ER funding is applicable to debris removal based on declarations. A disaster declaration/proclamation is required, either from the President or the Governor, and FHWA must concur on a Governor's proclamation. However, in areas where FEMA Public Assistance is available following a natural disaster, debris removal will not be reimbursed by FHWA.

The following FHWA 1273 provisions are applicable only when an emergency declaration has been only been made by the Governor.

FHWA 1273 Exceptions:

IV. Davis-Bacon Act and Related Provisions: Exempt under FHWA Emergency Relief Funding

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized rapresentative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

*****

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

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.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Town for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Town may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name TFR Enterprises, Inc

Date 4/14/2026

Authorized Signature _____

Town of Fort Myers Beach

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

(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 (l)(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.

Tipton F. Rowland
Name

PHQDU2KY4JM9
SAM.gov Unique Entity ID (UEI) Number

CEO
Title

0R4H4
CAGE Number

TFR Enterprises, INC
Firm

601 Leander Dr. Leander, TX 78641
Street Address, City, State, Zip

Signature

TOWN OF FORT MYERS BEACH

ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
N/A		

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?	VETERAN	Y N	IS THE ACTIVITY OF THIS CONTRACT...	
	DBE?	Y N	CONSTRUCTION?	Y N
	MBE?	Y N	CONSULTATION?	Y N
	WBE?	Y N	OTHER?	Y N
	SDB 8A?	Y N		

IS THIS SUBMISSION A REVISION? Y N IF YES, REVISION NUMBER _____

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS:		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY TOWN OF FORT MYERS BEACH

DEPARTMENT NAME	CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

TFR Enterprises, Inc.
Contractor (Firm Name)

Signature of Contractor's Authorized Official

Tipton F. Rowland, CEO
Name and Title of Contractor's Authorized Official

4/14/26
Date

Sunbiz.org CORPORATIONS
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Previous On List Next On List Return to List TFR Inc of Texas Search

No Events No Name History

Detail by Entity Name

Foreign Profit Corporation
T.F.R., INC. OF TEXAS

Cross Reference Name

T.F.R. ENTERPRISES, INC.

Filing Information

Document Number	F02000004640
FEI/EIN Number	72-1149862
Date Filed	09/10/2002
State	TN
Status	ACTIVE

Principal Address

601 Leander Dr
Leander, TX 78641

Changed: 01/23/2026

Mailing Address

601 Leander Dr
Leander, TX 78641

Changed: 01/23/2026

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 03/06/2017

Address Changed: 03/06/2017

Officer/Director Detail

Name & Address

Title President, Director

Rowland, Tipton
12408 Cedar St
Austin, TX 78732

Title Secretary, Treasurer

Rowland, Julie
12408 Cedar St
Austin, TX 78732

Company ID Number: 303767

Approved by:

Employer TFR Enterprises, Inc	
Name (Please Type or Print) Tiffany J Wilkes	Title
Signature Electronically Signed	Date 02/12/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/12/2010

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
TFR Enterprises, Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.
601 Leander Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Leander, TX 78641

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
72 - 1149842

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** [signature] **Date** 4/14/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Solicitation NO.: 26-11-ES
Date: Thursday, April 16, 2026, 2:00pm EDT

TOWN OF FORT MYERS BEACH

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES



Prepared for:
Town of Fort Myers Beach
6231 Estero Blvd.
Fort Myers Beach, FL 33931

Conor Nally, Procurement Manager
239.765.0202
bids@fmbgov.com

Prepared by:
SDR
93 Sonia Drive
Greer, SC 29650

Al McClaran, Founder/CEO
864.469.9776
al@gosdr.com | bids@gosdr.com

Confidence In Chaos™

93 Sonia Drive | Greer, SC 29650
www.gosdr.com
864.469.9776

April 15, 2026

Town of Fort Myers Beach
Attn: Conor Nally, Contracts & Procurement Manager
6231 Estero Blvd.
Fort Myers Beach, FL 33931

Subject: RFP 26-11-ES — Disaster Debris Removal and Disposal Services

Dear Mr. Nally and Members of the Selection Advisory Committee,

Fort Myers Beach does not need a contractor who learns the island after the storm. Hurricane Ian deposited approximately 168,000 cubic yards of debris within the Town's jurisdiction in 2022. Hurricanes Helene and Milton combined for another 100,000-plus cubic yards in 2024. The Town has experienced back-to-back activations, worked through the full cycle of FEMA Public Assistance documentation, and learned precisely what a debris removal contractor must deliver, and what it cannot afford to get wrong. SDR has operated in Lee County through those events and understands the Town's operational environment, its interlocal relationship with Lee County for DMS designation, and the documentation standards that Tetra Tech, Inc. applies on behalf of the Town. We are not starting from zero. We are ready to perform.

SDR'S UNDERSTANDING OF THE WORK

Southern Disaster Recovery, LLC (SDR) submits this fully responsive proposal for Disaster Debris Removal and Disposal Services under Solicitation No. 26-11-ES. SDR understands the Town requires a primary debris removal contractor capable of mobilizing within 24 hours of Notice to Proceed, achieving an initial removal rate of 3,000 cubic yards per day within 2 days, and scaling to a sustained minimum of 50,000 cubic yards per day by Day 6, while maintaining full operational capability for a minimum of 12 hours per day, seven days per week, for the duration of the recovery event. Services include emergency road clearance, right-of-way debris removal, vegetative and C&D debris collection and reduction, DMS establishment and remediation, hazardous tree and hanging limb removal, stump extraction, sand screening, white goods and household hazardous waste handling, and complete FEMA-compliant load ticket documentation and reporting. SDR commits to performing all contracted services in strict conformance with FEMA PAPPG requirements, 2 CFR Part 200 §§ 200.317–326, and all applicable federal, state, and local law.

WHY SDR IS THE BEST QUALIFIED

Experience & References

SDR brings more than 210 completed debris contracts, 100 million cubic yards managed, and $960 million in delivered project value to this engagement. Our Florida portfolio includes activations following Hurricane Ian, Hurricane Idalia, Hurricane Helene, and Hurricane Milton, across coastal, barrier-island, and inland jurisdictions, with full FEMA PA documentation and closeout for every project. SDR has performed in Lee County and understands the specific operational and regulatory environment the Town navigates post-activation. The project examples within this proposal reflect that record directly.

Company Resources: Facilities, Equipment, & Personnel

SDR maintains $20 million in owned equipment and access to 3,100 pieces of combined equipment through a pre-qualified subcontractor network that activates under standing dispatch protocols — not ad hoc recruitment after a storm. The project management team assigned to Fort Myers Beach brings direct Florida disaster recovery experience, and that team will remain in place for the duration of the contract without substitution absent express Town approval. SDR's resource depth is structured specifically to sustain simultaneous multi-event activations without degrading capacity at any single client.

Confidence In Chaos™

93 Sonia Drive | Greer, SC 29650
www.gosdr.com
864.469.9776

Company Capabilities
SDR mobilizes a representative on-site within hours of NTP and reaches full haul operations within 24 hours. Our work plan addresses every operational element this RFP requires: DMS establishment, operation, and remediation; ADMS-compatible load ticket documentation; hazardous and special waste handling; chainsaw and specialized crew deployment; community relations; and daily and weekly reporting in formats compliant with FEMA PA program requirements. **SDR has never experienced a FEMA de-obligation**. Every load we move is documented, certified, and audit-ready through final project closeout.

Financial Stability
SDR carries $250 million in aggregate bonding capacity and a $500 million credit line. These resources are sufficient to fund full-scale recovery operations, including timely subcontractor payments, from first push through final disposal, without requiring the Town to advance funds and without creating cash flow risk at any point in an extended event. Financial statements, a surety bonding letter, and bridge financing documentation are included within Section 4 of this proposal.

Competitive Pricing
SDR's Category A pricing reflects the actual cost of executing debris removal operations at scale, with the equipment depth, crew availability, and documentation infrastructure necessary to protect the Town's FEMA reimbursement on every load. SDR does not price to win and underdeliver. Our rates are structured to sustain a full recovery operation from Day 1 through final closeout, and our track record supports that commitment across 210 completed contracts.

FIRM OFFER
This proposal constitutes a firm and irrevocable offer for a period of 120 days from the April 16, 2026 submission deadline.

We are grateful for the opportunity to serve the Town of Fort Myers Beach and look forward to the evaluation process.

Sincerely,



Al McClaran
Founder and CEO (authorized signatory)
864.469.9776
al@gosdr.com | bids@gosdr.com



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SECTION 1:
Experience & References

EXECUTIVE SUMMARY

Fort Myers Beach's barrier island geography, approximately 1,100 acres bounded on both sides by water, with a single primary corridor along Estero Boulevard, concentrates storm impact and constrains debris movement in ways that demand a contractor with both operational flexibility and intimate familiarity with island logistics. Hurricanes Ian, Helene, and Milton demonstrated that debris volumes within the Town's jurisdiction can reach six figures in cubic yards within a single event cycle, and that the pace of road clearance on a barrier island directly determines when residents can return and when recovery can begin. SDR is prepared to **mobilize within 24 hours of Notice to Proceed** and deliver the full range of services outlined in RFP 26-11-ES, including emergency road clearance, right-of-way debris removal, vegetative and C&D debris collection and reduction, hazardous tree and stump extraction, sand screening and return, household hazardous waste handling, and DMS establishment and remediation at Lee County-designated sites under the Town's interlocal agreement. Every service SDR performs is documented in coordination with the Town's debris monitoring consultant, Tetra Tech, Inc., using ADMS-compatible load ticket procedures, and maintained in audit-ready format from first truck movement through final project closeout, in full compliance with FEMA PAPPG requirements, FHWA standards, FDEP regulations, and 2 CFR Part 200.



CONFIDENCE IN CHAOS ™

Disasters are unpredictable, but our response never is. At SDR we deliver certainty in uncertain times. We mobilize rapidly with the equipment, personnel, and expertise to manage debris operations of any scale. Our deep knowledge of FEMA regulations and commitment to clear communication ensure compliant, efficient recovery, no matter the complexity or size.

ABOUT SDR

SDR is a proven disaster response contractor with over 14 years of experience, 210+ completed debris removal contracts, and more than 100 million cubic yards of debris managed. Our leadership team, comprised of emergency managers, engineers, and public safety professionals, delivers each project with technical precision, operational efficiency, and a clear focus on restoring critical services and protecting public safety.

CORE SERVICES

- Disaster Debris Removal
- FEMA Public Assistance Expertise
- Environmental Response
- Hazardous Tree Mitigation
- Utility Right of Way Services
- Waterway and Specialty Debris Removal
- Local Subcontractor & Workforce Integration

TAILORED SOLUTIONS FOR FT. MYERS BEACH

At SDR, we understand that every jurisdiction presents a distinct operational profile, and Fort Myers Beach is among the most demanding in Florida. A barrier island community with a single ingress and egress corridor, water on both sides, and a resident population that must evacuate before a storm even makes landfall requires a contractor who has thought through the logistics before the call comes. SDR tailors every activation to align with the Town's emergency command structure, Lee County's interlocal DMS framework, Tetra Tech's monitoring and documentation protocols, and the operational tempo that a compact, high-exposure jurisdiction demands.

Our project teams work directly with Town Emergency Management, Public Works, and local law enforcement, establishing unified communication protocols from the first day of mobilization and deploying zone-specific work plans across the Town's jurisdictional boundaries, prioritizing road clearance sequencing, debris eligibility, and load-by-load FEMA documentation accuracy.

SDR is built for both rapid activation and sustained performance. We maintain pre-positioned equipment and personnel across the Gulf Coast to ensure operational readiness in advance of forecasted events, not in response to them. Within 24 hours of Notice to Proceed, SDR deploys a field representative to Fort Myers Beach and initiates full-spectrum debris operations. Within 48 hours, SDR is fully operational across all required service areas. We deliver disciplined execution, transparent daily and weekly reporting, and documentation precision that supports a safe, timely, and fully reimbursable recovery from first push through final closeout.



Coffee County Helene Debris Removal - 2025

SELECT PROJECTS

Hurricane Helene Response | 2024 - 2025
10+ million cubic yards of debris processed across 35 jurisdictions in 4 separate states.

Coffee County Debris Removal | 2024 - 2025
4.3 million cubic yards of debris removed following Hurricane Helene.

Georgia Tornado Response | 2023
919,527cubic yards of debris processed in across two counties in Georgia.

Hurricane Ian PPDR | 2023
47,414 cubic yards of debris processed in support of Lee County and FDEM

Hurricane Ida Response | 2022
831,390 cubic yards of debris processed in Plaquemines Parish and South Lafourche Levee District.

Iowa Derecho Debris Removal | 2021
1+ million cubic yards of vegetative and waterway debris removed and processed

Winter Storm Debris Removal | 2021
641,800 cubic yards of storm debris and 24K hazardous trees removed in Kentucky.

WHY CHOOSE SDR

- **PROVEN PERFORMANCE**
  210+ successful contracts and 100M+ cubic yards of debris managed.
- **READY TO MOBILIZE**
  $20M in equipment, $250M in bonding, $500M credit line, 75+ vetted subs
- **FEMA EXPERTISE**
  Built-in compliance with FEMA, FHWA, and 2 CFR Part 200.
- **TURNKEY OPERATIONS**
  From emergency clearance to final documentation.
- **COMPETITIVE PRICING**
  Realistic rates tied to safe, efficient production.

CORPORATE INFORMATION

Legal Name of Firm	Southern Disaster Recovery, LLC	**FEIN**	45-5312400
Company Headquarters	93 Sonia Drive Greer, SC 29650	**E-Verify**	559716 (08/24/2012)
Georgia Office	2448 US Highway 411 Fairmount, GA 30139	**DUNS**	078499137
Florida Office (Primary Office for Bonita Springs)	390 North Orange Ave Suite 2300 Orlando, FL 32801 **Full-time staff**: 2	**CAGE**	6TXC1
		UEI	WL8JR2CJ4HV1
Type of Business	Limited Liability Company	**NAICS**	562119 561730 113310 238910
Established	05/11/2012	**Bonding Capacity**	$100M single-project $250M aggregate
State Organized	South Carolina	**Insured**	GL; Auto; Umb GL; Worker's Comp; Pollution Liability



Hurricane Helene Response - 2024

PAST PERFORMANCE

INTRODUCTION

SDR brings unmatched experience in disaster debris management, with over 210 completed contracts, more than 100 million cubic yards of debris processed, and over $960 million in recovery projects delivered across 25 states. Our portfolio spans every major disaster type, hurricanes, tornadoes, floods, and winter storms, each requiring rapid mobilization, high-production debris clearance, and strict adherence to FEMA Public Assistance (PA) and FHWA Emergency Relief (ER) reimbursement protocols. SDR has operated in Lee County and understands the operational environment, interlocal DMS framework, and documentation standards that govern debris recovery on Florida's Gulf Coast.

SDR has successfully supported clients ranging from small barrier island municipalities to statewide agencies, consistently delivering fast, compliant, and cost-effective recovery services. Our experience encompasses the full spectrum of debris streams the Town of Fort Myers Beach requires: vegetative, construction and demolition (C&D), white goods, household hazardous waste (HHW), waterway and marine debris, sand screening and return, and private property debris removal (PPDR). Projects have routinely been conducted in complex, multi-jurisdictional environments that require close coordination with state emergency management, county DMS operators, environmental regulators, and local EOCs, the same coordination structure that Fort Myers Beach activates through its interlocal agreement with Lee County. Key accomplishments include:

- **10+ million CY removed across 35 jurisdictions during Hurricane Helene** (2024–2025), including simultaneous activations across four states under four separate FEMA disaster declarations
- **Activation in Florida** following Hurricanes Idalia (2023), Ian (2022), and Helene (2024), with full FEMA PA documentation and closeout on every project
- **1,433,000 CY processed for Aiken County, SC,** following the 2014 Ice Storm — a single-jurisdiction operation comparable in scale to a major Fort Myers Beach activation
- **Nearly 1 million CY managed across Georgia tornado events** (2021 and 2023), demonstrating multi-debris stream capability under FEMA PA in time-compressed recovery environments
- **Over 1 million CY removed** following the 2020 Iowa Derecho, including waterway debris clearance across hundreds of miles of streams and tributaries

SDR's performance is driven by skilled personnel including former FEMA officials, retired emergency managers, licensed engineers, ISA-certified arborists, and a full-time CPA, and by our use of GIS-enabled load ticketing and Automated Debris Management Systems (ADMS) compatible with monitoring consultant platforms, including Tetra Tech. Every load SDR moves is tracked, certified, and maintained in audit-ready format from first truck movement through final project closeout. This proven record demonstrates SDR's reliability, scalability, and readiness to serve the Town of Fort Myers Beach with the same professionalism and precision that has made us a trusted recovery partner across 25 states and more than two decades of disaster response.

100M+	210+	$250M
cubic yards of debris removed	completed disaster debris contracts	aggregate bonding capacity / $100M single

COMPARABLE PROJECT EXPERIENCE

The following representative projects demonstrate SDR's experience delivering FEMA-compliant debris management services across hurricane and severe storm events in Florida and comparable jurisdictions. These references reflect SDR's capability to execute emergency road clearance, right-of-way collection, private property debris removal, hazardous tree and stump mitigation, waterway debris operations, and Debris Management Site establishment and remediation under FEMA Public Assistance requirements. Each project demonstrates SDR's ability to mobilize rapidly, meet aggressive production benchmarks, and maintain audit-ready documentation that protects full reimbursement eligibility.

Project Name	Description	Dates	Value	Volume	Reference
Hurricane Idalia Debris Removal	ROW debris removal, hazardous tree mitigation, HHW, white goods, TDMS operations	09.01.23-11.15.23	$5.16 M	210,553 CY	Gilchrist County, FL Ralph Smith, EM Director 386.935.5400 rsmith@gilchrist.fl.us
Hurricane Ian Private Property Debris Removal	PPDR, TDMS, multi-waste stream disposal under FEMA PA	11.30.22-11.3.2023	$5.98 M	47,414 CY	FDEM Kevin Guthrie, Executive Director 850.298.8250 kevin.guthrie@em.myflorida.com
Hurricane Helene Debris Removal	Full-scale ROW and waterway debris removal, DMS operations, 100+ units deployed	10.01.24–06.30.25	$68 M	4.3 M CY	Coffee County, GA Wesley Vickers, County Administrator 912.384.4799 wesley.vickers@coffeecounty-ga.gov
City of Marion Iowa Derecho	ROW and waterway debris removal, hazardous tree mitigation, TDMS operations	08.17.20–06.30.21	$24.3 M	1 M CY	City of Marion, IA Ryan Miller, Public Services Director 319.377.6367 rmiller@cityofmarion.org
2023 Georgia Tornadoes Debris Removal	Multi-jurisdictional ROW debris removal, TDMS operations, EF-3/EF-4 event	01.18.23–09.21.23	$14.6 M	919,527 CY	Spalding County, GA Glenn Polk, EM Director 770.228.2129 gpolk@spaldingcounty.com

The projects below were performed for jurisdictions serving populations exceeding 100,000, demonstrating SDR's ability to scale operations within large, complex environments. These engagements required multi-zone coordination, sustained high-volume production capacity, and strict FEMA PA compliance while maintaining uninterrupted public safety and continuity of critical infrastructure. **SDR maintains an average daily operational capacity exceeding 130,000 CY per day, with a maximum verified single-day capacity of 195,000 CY.**

Project Name	Description	Dates	Value	Volume	Reference
2014 Ice Storm Debris Removal	Full-scale ROW debris removal across county facilities, school district, public service authority, and waterway corridors	02.13.14–08.08.14	$29.8 M	1.4 M CY	Aiken County, SC Paul Matthews, EMA Director 803.642.2561 pmatthews@aikencountysc.gov
Multi-State Hurricane Helene Disaster Recovery	ROW & Waterway Debris Removal, PPDR	10.01.24-Present	$393M to date	10M+ CY	Henderson County, NC Jimmy Brissie, Public Safety Director 828.697.4728 jbrissie@hendersoncountync.gov Rutherford County, NC Paula Roach, Deputy County Manager / Finance Director 828.287.6348 paula.roach@rutherfordcountync.gov



MULTI-STATE HURRICANE HELENE DISASTER RECOVERY

Client

Simultaneous contracts across four states & 35 jurisdictions

Location

Multiple across NC, SC, GA, & FL

Contract Value

$393 Million (to date)

Period of Performance

2024 - 2025

Project Type

Right of Way Debris
Waterway Debris
PPDR



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Project Overview:

Hurricane Helene struck in 2024, causing severe wind and flood damage across four states. SDR executed one of its largest coordinated operations under FEMA Declarations FEMA-4830-DR-GA, FEMA-4828-DR-FL, FEMA-4829-DR-SC, and FEMA-4827-DR-NC.

In compliance with FEMA Public Assistance guidelines, SDR removed **over 10 million cubic yards of debris**, managed **74 Debris Management Sites,** and deployed **530+ debris collection crews**. Operations included right-of-way collection, waterway debris removal, and private property debris removal (PPDR), supported by advanced tracking, environmental controls, and rigorous safety management.

Key Project Elements

- **ROW Debris:** 10M+ cubic yards processed via incineration, grinding/mulching, and reuse. Hazardous tree work with Sennebogen equipment in mountainous terrain.
- **Waterway Debris:** Cleared 1,200+ miles of streams, tributaries, and rivers; managed vegetative, C&D, vessels, and HHW debris; secured ROEs; deployed drones for surveys.
- **PPDR:** Assisted thousands of residents in Western NC with debris removal from private property, securing ROEs and minimizing property impact.
- **Safety:** Full-time safety lead, Job Safety Analyses before each task, specialized protocols for debris impacting structures.
- **Financial Capacity:** Financed/bonded $500M in work, 100% Payment & Performance bonding, $5M+ weekly subcontractor payroll maintained on schedule.

SDR supported one of the **largest multi-state hurricane recoveries in recent history,** rapidly scaling operations, maintaining flawless FEMA compliance, restoring critical infrastructure, and protecting communities while keeping safety, environmental stewardship, and subcontractor support at the forefront.

HURRICANE HELENE DEBRIS REMOVAL

Client

Coffee County Board of Commissioners

Location

Coffee County, Georgia

Contract Value

$68 Million

Period of Performance

10.01.24 - 06.30.2025

Project Type

FEMA-PA
Debris Removal
Waterway Debris



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Project Overview:

After Hurricane Helene's 2024 landfall, Coffee County faced massive wind and flood damage, blocked roadways, and waterways choked with debris. Under a **FEMA Public Assistance** mission, SDR executed a full-scale debris removal program covering right-of-way collection and waterway debris clearance.

SDR **removed 4,385,267 cubic yards of debris**, including:

- 3,116,716 CY vegetative debris
- 366,893 CY waterway debris
- 893,836 CY processed wood chips
- 7,821 CY construction & demolition debris

Key Project Elements

- **Emergency Road Clearance:** Opened critical routes alongside the National Guard, Urban Search and Rescue, Georgia Forestry, Georgia DNR, firefighters, and local volunteers.
- **ROW Debris Removal:** Large-scale processing with grinders, wheel loaders, dozers, and tractor trailers.
- **Waterway Clearance:** Restored flow across hundreds of miles of streams, tributaries, and rivers to reduce flood risk.
- **Heavy Equipment Deployment:** Mobilized ~100 units, including self-load trucks, skid steers, excavators, and specialized debris processing equipment.

SDR's rapid mobilization, seamless coordination with multiple agencies, and large-scale debris operations restored access, reduced hazards, and supported Coffee County's recovery — all in full FEMA compliance.

Reference:

Wesley Vickers, County Administrator
Wesley.vickers@coffeecounty-ga.gov | 912-384-4799

HURRICANE HELENE DEBRIS REMOVAL



Client

Atkinson County, GA

Location

Atkinson County, GA

Contract Value

$13.75 Million

Period of Performance

10.02.24 - 3.31.25

Project Type

FEMA-PA
Debris Removal



SDR
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Project Overview:

Following Hurricane Helene's 2025 landfall, Atkinson County experienced widespread wind damage, fallen trees, and heavy debris accumulation across residential and rural areas. SDR was engaged under the FEMA Public Assistance (PA) program to manage countywide debris removal operations, ensuring full documentation compliance for FEMA reimbursement.

Over the course of the project, SDR **removed approximately 888,500 cubic yards of vegetative and construction & demolition (C&D) debris from public rights-of-way**. Work included collection, reduction, and final disposal of debris, restoring road access and public safety throughout the county.

Key Project Elements

- **Right-of-Way Debris Removal:** Collected and processed mixed vegetative and C&D debris from public property and transportation routes.
- **Debris Reduction & Processing:** Grinding and mulching for volume reduction and environmentally responsible disposal.
- **Traffic & Safety Management:** Operated under county-approved MOT plans to maintain safe public access.
- **Equipment Deployed:** Bucket trucks, debris trucks, skid steers, wheel loaders, and excavators with grapple saws.
- **FEMA Compliance:** All load tickets, truck certifications, and monitoring managed through FEMA-approved documentation protocols.

SDR's rapid mobilization, experienced debris crews, and proven FEMA compliance processes enabled Atkinson County to clear storm debris efficiently and safely, restoring public access and community stability.

Reference:

Robbie Stone, Emergency Management Director
r.stone@atkinson-ga.org | 912.422.7541

HURRICANE HELENE DEBRIS REMOVAL



Client
Yancey County

Location
Yancey County, NC

Contract Value
$55.5 Million

Period of Performance
10.24.24 - Present

Project Type
FEMA-PA
Debris Removal
PPDR



SDR
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Project Overview:
Following Hurricane Helene's 2024 landfall, Yancey County sustained widespread wind and flooding damage across residential, commercial, and rural areas. SDR was engaged under the FEMA Public Assistance (PA) program to lead multi-scope debris removal operations, including Right-of-Way (ROW), Private Property Debris Removal (PPDR), and Waterway Debris Removal. To date, **SDR has removed 598,515 cubic yards and 660,368 linear feet of disaster debris.**

Key Project Elements

- **ROW Debris Removal:** Collected and processed vegetative and C&D debris from public rights-of-way
- **PPDR:** Issued 286 work orders and completed 209 private properties to date, restoring habitability and safety.
- **Waterway Debris Removal:** Cleared vegetative and C&D debris from streams, rivers, and tributaries to reduce flood hazards.
- **Debris Processing:** Operated temporary sites with grinding, mulching, and chip hauling for beneficial reuse.
- **Equipment Deployed:** Grapple trucks, dump trucks, walking floor chip trucks, wheel loaders, excavators, skid steers, bulldozers, Sennebogen units, bucket trucks, grapple saws, horizontal grinders, climbing crews, saw crews, and hand crews.

Debris Totals:
- Vegetative Debris (ROW + PPDR): 453,735 CY
- C&D, Sand Debris (ROW + PPDR): 140,093 CY
- Waterway Debris: 4,687 CY, 660,38 LF

SDR's rapid mobilization, expertise, and strict FEMA compliance are helping Yancey County restore access, clear waterways, and return storm-impacted properties to safe, livable conditions.

Reference:
Lynn Austin, County Manager
lynn.austin@yanceycountync.gov | 828.682.1801

HURRICANE IAN PRIVATE PROPERTY DEBRIS REMOVAL

Client

Florida Division of Emergency Management

Location

Lee County, FL

Contract Value

$5.97 Million

Period of Performance

11.2022 - 11.2023

Project Type

FEMA-Funded PPDR
TDMS
Waste Streams



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Project Overview:

Following Hurricane Ian's 2022 landfall, Lee County suffered extensive wind and storm surge damage. Under FEMA Disaster Declaration FEMA-4673-DR-FL, SDR executed a large-scale **Private Property Debris Removal (PPDR)** program in North Fort Myers and Cape Coral.

SDR managed **520+ Rights of Entry (ROEs)** and removed **47,414 cubic yards of debris**, including vegetative material, C&D debris, white goods, household hazardous waste, vessels, and titled property. Operations also included **23 full structure demolitions with site restoration** to local code.

Key Project Elements

- **Vessel Recovery:** Removed 35 upland vessels from lawns, docks, seawalls, and structures; stabilized, staged, and disposed per regulations.
- **Demolitions:** Obtained permits, coordinated utility disconnections, demolished structures/slabs, and restored sites.
- **Debris Removal:** Deployed PPDR-certified crews to collect and dispose of multiple waste streams via TDMS sites.

SDR's targeted, compliant, and community-focused recovery operations restored safety and habitability for hundreds of storm-impacted properties while maintaining FEMA compliance and operational efficiency.

Reference:

Kevin Guthrie, Executive Director
kevin.guthrie@em.myflorida.com | 850-298-8250
2555 Shumard Oak Blvd., Tallahassee, FL 32399

HURRICANE IDALIA DEBRIS REMOVAL & MANAGEMENT

Client

Gilchrist County, FL
Brooks County, GA

Location

Gilchrist County, FL
Brooks County, GA
Clinch County, GA

Contract Value

$5.16 Million

Period of Performance

09.01.23 - 11.15.23

Project Type

Debris Removal
Debris Management
Hazard Tree Mitigation
FEMA PA Reimbursement



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Project Overview:

In late August 2023, Hurricane Idalia made landfall in Florida's Big Bend region as a Category 3 hurricane, bringing widespread wind damage, flooding, and extensive treefall across northern Florida and southern Georgia. SDR was activated under a **pre-positioned contract** with Gilchrist County, FL, and engaged by Brooks and Clinch Counties, GA, to lead emergency response and debris recovery efforts.

Under **FEMA Public Assistance** guidelines, SDR removed **210,553 cubic yards** of disaster debris, including vegetative material, C&D debris, household hazardous waste (HHW), white goods, and hazardous trees (leaners, hangers, and stumps). SDR established and operated multiple **Temporary Debris Management Sites (TDMS)** to support efficient processing and disposal.

Key Project Elements

- **Emergency Road Clearance:** Rapid deployment to restore critical transportation corridors.
- **Debris Removal & Processing:** Multi-waste stream collection in compliance with FEMA PA requirements.
- **Hazard Tree Mitigation:** Safe removal of dangerous leaners, hangers, and stumps.
- **Equipment Deployed:**
  - 12 Bucket Trucks
  - 14 Self-Loaders (Doubles)
  - 4 Skid Steers
  - 3 Horizontal Grinders

SDR's pre-staged resources, seamless multi-county coordination, and compliance-driven execution restored safe access, reduced hazards, and positioned each jurisdiction for full FEMA reimbursement.

Reference:

Ralph Smith – Emergency Management Director, Gilchrist County, FL
rsmith@gilchrist.fl.us | 386-935-5400 / 352-317-1076

Jessica J. McKinney – County Administrator, Brooks County, GA
jmckinney@brookscountyga.gov | 229-560-2967

2023 GEORGIA TORNADOES: SPALDING BUTTS COUNTIES

Client

Butts & Spalding County
City of Griffin

Location

Spalding County
City of Griffin

Contract Value

$14.62 Million

Period of Performance

01.18.23 - 09.01.23

Project Type

FEMA-PA
Debris Removal
Debris Management



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Project Overview:

On January 12, 2023, a severe tornado outbreak struck the Southeast, including two tornadoes in **Spalding County, GA**, an EF-3 and an EF-2, that caused significant damage to homes, businesses, utilities, and public infrastructure. Under a pre-positioned contract in **Butts County,** SDR mobilized immediately, deploying additional crews to assist **Spalding County** and the **City of Griffin**.

Initial operations focused on clearing emergency routes to restore access for first responders, followed by full-scale debris removal, hazard tree mitigation, utility ROW debris clearance, and TDMS operations. Under FEMA Disaster Declaration FEMA-4685-DR-GA, SDR removed **919,527 cubic yards of vegetative, C&D, HHW, and white goods debris.**

Key Project Elements

- **Emergency Road Clearance:** Restored critical transportation corridors in coordination with local emergency management.
- **Debris Removal & Processing:** Collected and disposed of multiple waste streams in compliance with FEMA PA requirements.
- **Hazard Tree Mitigation:** Removed dangerous leaners, hangers, and stumps posing public safety hazards.
- **Equipment Deployed:**
  - 22 Bucket Trucks
  - 28 Self-Loaders
  - 12 Skid Steers
  - 4 Horizontal Grinders

SDR's rapid mobilization, disciplined incident action planning, and coordinated multi-jurisdictional operations restored access, reduced hazards, and accelerated recovery for communities across central Georgia.

Reference:

Glenn Polk, Spalding County EMG
gpolk@spaldingcounty.com | 770.228.2129

Mariza Eller, City of Griffin Public Works Director
meller@cityofgriffin.com | 770.229.6603

WINTER STORM URI DEBRIS REMOVAL



Client

Various Kentucky Counties

Location

Carter, Elliott, Lawrence, and Boyd Counties

Contract Value

$18.57 Million

Period of Performance

03.04.21 - 08.30.21

Project Type

FEMA-PA
Debris Removal
Hazardous Tree Removal



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Project Overview:

In early 2021, a severe winter storm brought heavy icing and flooding to eastern Kentucky, causing widespread damage to infrastructure, roadways, and trees across **four counties.** Under emergency contracts, SDR led debris removal and hazardous tree mitigation operations in full compliance with **FEMA Public Assistance (PA) requirements.**

SDR deployed **65+ crews**, removed **641,800 cubic yards** of storm debris, and mitigated over **24,000 hazardous trees and hanging limbs.** Operations were challenged by narrow, hilly roadways and flood-compromised routes, necessitating advanced traffic control and route planning to maintain safe and efficient production.

Key Project Elements

- **Debris Removal:** Collected, hauled, and processed vegetative debris across four counties.
- **Hazardous Tree Mitigation:** Removed 24,000+ leaning or hanging trees threatening public safety.
- **Site Management:** Operated Temporary Debris Management Sites (TDMS) with burning, ash haul-out, and environmental compliance.
- **Specialized Equipment:**
  - 60 Bucket Trucks
  - 86 Self-Loaders (Doubles)
  - 40 Dump Trailers
  - 10 Trackhoes
  - 9 Dump Trailers (80–100 CYD)

SDR's structured, zone-based operations, rapid mobilization, and coordinated multi-county effort restored safe access, mitigated long-term public safety hazards, and enabled critical recovery operations to proceed without delay across eastern Kentucky.

Reference:

Mike Malone | Judge/Executive
cartercountyky@gmail.com | 606-474-5366
300 W Main Street, Suite 227, Grayson, KY 41143

DERECHO DEBRIS REMOVAL



Client

City of Marion

Location

Marion, IA

Contract Value

$24.37 Million (Combined)

Period of Performance

08.2020 - 6.2021

Project Type

FEMA-PA
Debris Removal
Waterway Debris



Project Overview:

In August 2020, a rare and destructive **derecho** struck central and eastern Iowa, producing sustained straight-line winds exceeding 100 mph. The storm caused catastrophic tree loss, with over 90% of Marion's urban tree canopy damaged, and significant impacts on infrastructure across public rights-of-way, parks, and waterways.

Under the **FEMA Public Assistance (PA)** program, SDR was engaged to lead large-scale debris removal across two coordinated recovery phases: public ROW/structural debris operations and waterway debris clearance.

SDR removed **1,019,088 cubic yards of debris,** including:

- 729,900 CY vegetative & structural debris from public property
- 289,188 CY waterway debris

Key Project Elements

- **ROW Debris Removal:** Cleared and processed vegetative and structural debris from streets, parks, and public property.
- **Waterway Debris Removal:** Cleared storm-impacted waterways to restore flow and reduce flood risk.
- **Hazard Tree Removal:** Mitigated dangerous leaning and hanging trees citywide.
- **Debris Processing:** Operated TDMS sites with grinding, mulching for beneficial reuse, and environmental compliance measures.
- **Equipment Deployed:** ~55 units, including bucket trucks, self-loaders with hauling units, horizontal grinders, dump trailers (80–100 CYD), trackhoes, excavators with grapple saws, a high-tip wheel loader, tracked skid steers, and Ponsse hauling trucks.

SDR's rapid mobilization, precise operational control, and compliance-driven execution restored safe access, cleared waterways, and accelerated Marion's recovery from one of the most destructive inland wind events in U.S. history.

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Reference:

Ryan Miller – Public Services Department Director
rmiller@cityofmarion.org | 319-377-6367
1225 6th Avenue, Suite 170, Marion, IA 52302

2021 GEORGIA TORNADOES: WOODY/VEG, C&D, HHW, WHITE GOODS DEBRIS REMOVAL

Client

City of Newnan, GA

Location

Newnan, GA

Contract Value

$5,481,300

Period of Performance

03.09.21 - 08.06.21

Project Type

FEMA-PA
Debris Removal
Debris Management

Key Personnel

Sonny Sims



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Project Overview:
Following a series of destructive tornadoes across the Southeast, an EF-4 tornado struck the City of Newnan, Georgia, causing widespread damage to homes, infrastructure, and public rights-of-way. SDR responded immediately to support Newnan's emergency operations and full-scale recovery efforts.

Under FEMA Disaster Declaration FEMA-4600-DR-GA, SDR led emergency road clearance and the **removal of over 388,000 cubic yards of disaster debris.** Removal included vegetative debris, construction and demolition materials, household hazardous waste, and white goods. SDR also addressed dangerous leaners, hangers, and stumps, and managed operations at the Temporary Debris Management Site (TDMS), including debris reduction through grinding and beneficial reuse.

Throughout this two-month FEMA PA-funded project, SDR deployed:

- 14 Bucket Trucks
- 23 Self-Loaders
- 11 Skidsteers
- 2 Horizontal Grinders

Our rapid mobilization and integrated recovery approach helped Newnan restore critical infrastructure and return to normalcy after one of the most devastating tornado events in its history.

Reference:
Ray Norton, Public Works Director
rnorton@cityofnewnan.org| 404.606.8140
25 Lagrange Street, Newnan, GA 30263

HURRICANE ZETA DEBRIS REMOVAL

Client

White County

Location

White County, GA

Contract Value

$107,500

Period of Performance

11.2020 - 12.2020

Project Type

FEMA-PA
Debris Removal
Debris Management

Key Personnel

Chris Johnson



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Project Overview:
Following Hurricane Zeta's landfall in Georgia in late 2020, White County experienced widespread tree damage and blocked public rights-of-way due to high winds and saturated ground conditions. SDR was selected to lead the County's emergency debris operations, including the removal of vegetative debris and hazardous leaners and hangers.

Under FEMA Disaster Declaration FEMA-4579-DR-GA, SDR cleared more than **56,200 cubic yards of storm debris** and over **450 hazard trees** in less than one month. Work included emergency road clearance, hazard tree mitigation, and debris reduction at approved sites using air curtain burners.

Throughout this FEMA PA-funded operation, SDR deployed:

- 2 Bucket Trucks
- 2 Self-Loaders
- 1 Skidsteer
- 1 Air Curtain Burner

This efficient and focused recovery effort helped White County quickly restore safe access to public infrastructure following the storm.

Reference:
David Murphy, Director of Public Safety
dmurphy@whitecounty.net | 706.864.9500
1241 Helen Hwy, Ste. 100, Cleveland, GA 30528

WHAT OUR CLIENTS ARE SAYING

At SDR, we are driven by a deep commitment to our clients and a passion for helping communities rebuild stronger after disaster strikes. Every project we undertake is rooted in partnership, accountability, and a shared mission to restore safety and normalcy. These testimonials reflect our unwavering dedication to delivering exceptional service when it matters most.





> I can't say enough about the support we received, especially from Chris Johnson, who was the SDR representative on our project. Mr. Johnson was professional and honest in all respects. **I can say without a shadow of a doubt, we made the right decision when we selected SDR.**
> *- Wesley Vickers, Coffee County, GA - County Administrator*

LEADING DISASTER RECOVERY

> SDR has come in and helped us tremendously. They're the experts and know how to get the job done quickly and efficiently.
> *- Jonathan Kanipe, Biltmore Forest Town Manager*

> Every community in our county was affected by debris. Some bridges and streams were completely blocked, creating massive obstacles. SDR's help in removing that debris has been critical. If we had waited for other partners, we would be far behind where we are today.
> *- Paula Roach, Rutherford County Finance Director*

> Working with SDR has been a relief. This was the first disaster I've ever managed at this scale, and I needed guidance. The SDR team has been there every step of the way in the field, making sure we could keep recovery efforts moving.
> *- Jeff Whitson, Yancey County Chairman, Board of Commissioners*

> The crews and equipment you brought to bear on this project enabled us to recover from this disaster much faster than we could have ever believed would have been possible.
> *-J. Clay Killian, Aiken County Administrator*

SDR

SUMMARY OF COMPLETED PROJECTS

Job Name	Owner	State	Start	End	Value
Hurricane Helene Debris Removal	Aiken County	South Carolina	10/11/2024	6/29/2025	$5,142,188.19
Hurricane Helene Debris Removal	Ashe County	North Carolina	10/18/2024	4/28/2025	$4,359,324.60
Hurricane Helene Debris Removal	Atkinson County	Georgia	10/10/2024	3/23/2025	$13,750,713.31
Hurricane Helene Debris Removal	Avery County	North Carolina	10/2/2024	5/23/2025	$54,680,730.30
Hurricane Helene Debris Removal	Bulloch County	Georgia	10/11/2024	4/25/2025	$7,922,300.25
Hurricane Helene Debris Removal	Burke County	North Carolina	10/14/2024	5/31/2025	$9,961,419.93
Hurricane Helene Debris Removal	Caldwell County	North Carolina	10/7/2024	6/14/2025	$5,326,000.29
Hurricane Helene Debris Removal	City of Aiken	South Carolina	10/15/2024	6/29/2025	$2,034,055.99
Hurricane Helene Debris Removal	City of Asheville	North Carolina	10/10/2024	10/15/2025	$5,436,619.23
Hurricane Helene Debris Removal	City of Brooklet	Georgia	6/23/2025	6/27/2025	$75,226.60
Hurricane Helene Debris Removal	City of North Augusta	South Carolina	10/27/2024	7/28/2025	$2,293,087.63
Hurricane Helene Debris Removal	City of Statesboro	Georgia	10/11/2024	1/27/2025	$1,592,737.00
Hurricane Helene Debris Removal	Coffee County	Georgia	11/4/2024	6/30/2025	$68,084,701.81
Hurricane Helene Debris Removal	Haywood County	North Carolina	10/23/2024	5/24/2025	$15,087,624.25
Hurricane Helene Debris Removal	Henderson County	North Carolina	10/2/2024	8/2/2025	$52,198,711.24
Hurricane Helene Debris Removal	Madison County	North Carolina	4/7/2025	6/7/2025	$3,363,406.84
Hurricane Helene Debris Removal	Mitchell County	North Carolina	10/24/2024	8/15/2025	$5,668,177.69
Hurricane Helene Debris Removal	Rutherford County	North Carolina	10/22/2024	5/24/2025	$33,340,908.45
Hurricane Helene Debris Removal	Town of Beech Mountain	North Carolina	10/30/2024	10/31/2025	$1,726,348.39

Job Name	Owner	State	Start	End	Value
Hurricane Helene Debris Removal	Town of Biltmore Forest	North Carolina	10/12/2024	9/15/2025	$10,012,940.50
Hurricane Helene Debris Removal	Town of Blowing Rock	North Carolina	10/24/2024	5/31/2025	$105,136.16
Hurricane Helene Debris Removal	Town of Boone	North Carolina	10/9/2024	5/15/2025	$ 656,586.69
Hurricane Helene Debris Removal	Town of Canton	North Carolina	10/15/2024	6/16/2025	$ 446,655.24
Hurricane Helene Debris Removal	Town of Clyde	North Carolina	10/14/2024	6/12/2025	$ 520,590.61
Hurricane Helene Debris Removal	Town of Maggie Valley	North Carolina	11/15/2024	3/31/2025	$ 6,135.86
Hurricane Helene Debris Removal	Town of Marshall	North Carolina	1/26/2025	8/31/2025	$ 763,803.94
Hurricane Helene Debris Removal	Town of Seven Devils	North Carolina	11/15/2024	5/31/2025	$ 168,448.35
Hurricane Helene Debris Removal	Town of Waynesville	North Carolina	10/15/2024	3/24/2025	$ 217,894.06
Hurricane Helene Debris Removal	Town of Woodfin	North Carolina	10/10/2024	6/30/2025	$ 2,550,341.43
Hurricane Helene Debris Removal	Washington County	Georgia	10/9/2024	4/17/2025	$7,782,945.50
Hurricane Helene Debris Removal	Watauga County	North Carolina	10/8/2024	7/31/2025	$ 7,194,770.01
Large Item Pickup	Dare County	North Carolina	4/7/2025	4/9/2025	$298,000.00
Debris Grinding	Town of Brookfield	Connecticut	6/20/2025	6/23/2005	$22,804.50
Load and Haul Debris Removal	Gordon County	Georgia	6/9/2025	6/16/2025	$28,000.00
Hurricane Helene Debris Removal	City of Hickory	North Carolina	5/16/2025	5/17/2025	$12,160.00
Tornado Debris Cleanup	Grenada County	Mississippi	3/24/2025	5/22/2025	$505,170.58
Waterway Debris Removal & Humane trapping and removal of beavers	Town of Red Springs	North Carolina	3/4/2025	4/13/2025	$1,340,000.00
Winter Storm Tree Trimming and Brush Removal	VDOT	Virginia	1/6/2025	2/22/2025	$15,455.82
Hurricane Milton Emergency Work	Glades Electrical Cooperative	Florida	10/19/2024	11/22/2024	$26,445.54

Job Name	Owner	State	Start	End	Value
Hurricane Milton Debris Removal	City of Gulfport	Florida	10/12/2024	11/30/2024	$21,762.39
Hurricane Helene Debris Removal	FLDOT - Gilchrist County	Florida	10/12/2024	2/4/2025	$1,865,307.59
Hurricane Helene Debris Removal	Buncombe County	North Carolina	10/10/2024	10/23/2024	$985,094.07
Hurricane Helene Debris Removal	Wilkes County	Georgia	10/9/2024	12/6/2024	$52,746.00
Hurricane Helene Debris Removal	City of Asheville	North Carolina	10/6/2024	11/2/2024	$295,244.85
Hurricane Helene Debris Removal from Right of Way	Clinch County	Georgia	9/30/2024	2/8/2025	$4,592,299.13
Hurricane Helene Debris Removal	City of Gulfport	Florida	9/30/2024	10/12/2024	$3,999.04
Hurricane Helene Debris Removal	Gardner-Webb	North Carolina	9/30/2024	10/19/2024	$162,613.94
Debris Grinding at Brush Yard	Town of Brookfield	Connecticut	9/23/2024	9/25/2024	$11,190.25
Hurricane Francine District 03	Louisiana Department of Transportation and Development	Louisana	9/20/2024	10/2/2024	$144,748.00
Gage Road Debris Removal	Putnam County	New York	6/28/2024	7/12/2024	$82,771.50
Debris Removal	City of Gastonia	North Carolina	6/21/2024	7/6/2024	$106,770.30
Emergency Cleanup of Tornado	City of Gastonia	North Carolina	6/21/2024	7/5/2024	$106,770.00
Haywood Burning Phase II	Haywood County	North Carolina	6/20/2024	9/28/2024	$56,976.34
Grinding for Mulch	C&R Clearing	Connecticut	6/6/2024	6/10/2024	$35,412.00
Grinding	Oxford County	Connecticut	6/5/2024	6/10/2024	$35,412.00
Vegetation Management	Glades Electrical Cooperative	Florida	3/25/2024	9/16/2024	$764,519.50
Large Item Pickup	Dare County	North Carolina	3/18/2024	3/30/2024	$265,663.00
Debris Cleanup	Town of Cheshire	Connecticut	3/13/2024	3/16/2024	$26,426.00
Debris Cleanup	Town of Brookfield	Connecticut	2/14/2024	3/6/2024	$18,000.00
Debris Cleanup	Virginia DOT	Virginia	1/9/2024	1/10/2024	$10,643.00
Tropical Cyclone 16 Debris	Virginia DOT	Virginia	9/22/2023	9/23/2023	$10,643.00

Job Name	Owner	State	Start	End	Value
Hurricane Idalia Debris	Clinch County	Georgia	9/20/2023	11/8/2023	$667,630.00
Hurricane Idalia Debris	Brooks County	Georgia	9/7/2023	11/15/2023	$3,656,735.00
Hurricane Idalia Debris	Gilchrist County	Florida	9/1/2023	10/30/2023	$839,170.00
NC Windstorm Debris	Town of Landis	North Carolina	8/31/2023	9/18/2023	$47,673.00
NC Windstorm Debris	City of Newton	North Carolina	8/14/2023	9/28/2023	$302,562.00
NC Windstorm Debris	Town of Elkin	North Carolina	5/15/2023	6/3/2023	$475,440.00
Canton Hominy Creek-Streamflow Rehabilitation Assistance Program	Town of Canton	North Carolina	4/17/2023	4/29/2023	$142,500.00
Large Item Pickup	Dare County	North Carolina	3/26/2023	4/6/2023	$261,540.00
Stream Debris Removal	Guilford County	Florida	3/13/2023	3/18/2023	$61,250.00
Georgia Tornados Debris Removal	Butts County	Georgia	1/21/2023	4/15/2023	$3,002,290.00
Georgia Tornados Debris Removal	Spalding County	Georgia	1/19/2023	8/1/2023	$6,588,294.00
Georgia Tornados Debris Removal	City of Griffin	Georgia	1/18/2023	9/21/2023	$5,026,760.00
Hurricane Ian Private Property Debris Removal	Florida Division of Emergency Management	Florida	11/30/2022	11/3/2023	$5,968,692.00
Hurricane Recovery and Mitigation	Northwest Florida Water Management District	Florida	11/29/2022	5/10/2023	$523,625.00
Winter Storm Elliott Debris	Virginia DOT	Virginia	12/22/2022	12/23/2022	$6,180.00
Emergency Beach & Dune Restoration	St. Lucie County	Florida	12/10/2022	12/10/2022	$49,520.00
Hurricane Ian Debris Removal	City of Gulfport	Florida	12/3/2022	12/10/2022	$89,310.00
Hurricane Nicole Debris	City of Edgewood	Florida	11/29/2022	11/29/2022	$2,970.00
Hurricane Ian Debris	City of Edgewood	Florida	10/8/2022	11/5/2022	$47,600.00
Hurricane Michael Road Repair	Northwest Florida Water Management District	Florida	10/4/2022	10/20/2022	$209,625.00
Tropical Storm Fred Debris	Haywood County	North Carolina	7/25/2022	8/27/2022	$260,700.00
Tornado Debris Removal	Town of Wentworth	North Carolina	7/6/2022	7/22/2022	$22,400.00
Large Item Pickup	Dare County	North Carolina	4/4/2022	4/14/2022	$242,500.00
Winter Storm Izzy Debris	Lancaster County	South Carolina	1/16/2022	1/19/2022	$66,100.00

Job Name	Owner	State	Start	End	Value
Tropical Storm Fred Waterway Cleanup	Haywood County	North Carolina	12/17/2021	3/11/2022	$1,338,500.00
Hurricane Ida: South LaFourche Levee District	Dynamic Group, LLC	Louisiana	9/23/2021	3/16/2022	$6,370,300.00
Hurricane Ida: Plaquemines Parish, LA	Dynamic Group, LLC	Louisiana	9/7/2021	2/23/2022	$14,698,600.00
Tropical Storm Fred Debris	Haywood County	North Carolina	8/27/2021	4/1/2022	$981,700.00
Tropical Storm Fred Debris	Town of Clyde	North Carolina	8/27/2021	2/18/2022	$30,800.00
Tropical Storm Fred Debris	Town of Canton	North Carolina	8/27/2021	12/11/2021	$94,500.00
Tropical Storm Fred Debris	Buncombe County	North Carolina	9/13/2021	11/9/2021	$334,600.00
Hurricane Ida Debris	Northshore Technical Community College	Louisiana	9/4/2021	9/10/2021	$17,000.00
Yard Waste Disposal	Macon-Bibb County	Georgia	7/8/2021	9/2/2021	$827,000.00
Winter Storm Uri Debris	Elliott County	Kentucky	4/5/2021	8/30/2021	$2,266,400.00
Winter Storm Uri Debris	Lawrence County	Kentucky	3/11/2021	8/30/2021	$11,808,800.00
Winter Storm Uri Debris	Carter County	Kentucky	3/4/2021	8/17/2021	$4,272,400.00
GA Tornado Debris	City of Newnan	Georgia	3/29/2021	8/6/2021	$5,481,300.00
Iowa Derecho Waterway Debris	City of Marion	Iowa	12/1/2020	6/30/2021	$11,379,600.00
Creek/Stream Debris Removal	Oconee County	South Carolina	4/22/2021	6/19/2021	$1,575,300.00
Hurricane Laura: LA DOT Districts 7 & 8 Debris	T.F.R Enterprises, Inc.	Louisiana	9/2/2020	3/29/2021	$1,509,000.00
Winter Storm Uri Debris	Boyd County	Kentucky	3/4/2021	3/20/2021	$226,500.00
Hurricane Isaias: Fort Anderson State Historic Site	Department of Natural and Cultural Resources	North Carolina	2/19/2021	3/3/2021	$11,500.00
Brevard Beach Berm Restoration Project	Brevard County	Florida	12/1/2020	3/2/2021	$1,614,700.00
Hurricane Isaias: City of Oak Island, NC - Sand Sifting	City of Oak Island	North Carolina	11/30/2020	2/11/2021	$1,025,000.00
Hurricane Zeta: White Co, GA	White County	Georgia	11/9/2020	12/18/2020	$107,000.00

Job Name	Owner	State	Start	End	Value
Iowa Derecho	City of Marion	Iowa	8/17/2020	12/16/2020	$13,433,600.00
Hurricane Isaias	Brunswick County	North Carolina	8/24/2020	10/9/2020	$355,000.00
Hurricane Isaias	City of Oak Island	North Carolina	8/18/2020	10/2/2020	$1,154,700.00
Hurricane Isaias	Town of Holden Beach	North Carolina	8/7/2020	9/18/2020	$60,800.00
Hurricane Isaias	Ocean Isle Beach	North Carolina	8/4/2020	9/14/2020	$215,700.00
Hurricane Isaias	Town of Caswell Beach	North Carolina	8/24/2020	9/13/2020	$82,100.00
SC Tornado	Hampton County	South Carolina	6/24/2020	9/11/2020	$482,800.00
Hurricane Isaias	Bertie County	North Carolina	8/27/2020	9/6/2020	$35,900.00
SC Tornado	SC DOT	South Carolina	4/21/2020	6/26/2020	$2,748,000.00
SC Tornado	SC DOT	South Carolina	5/18/2020	5/22/2020	$32,000.00
Hurricane Dorian Debris Removal	Hyde County	North Carolina	9/6/2019	5/7/2020	$3,540,000.00
Brevard Beach Berm Restoration Project	Brevard County	Florida	12/1/2019	4/30/2020	$3,343,000.00
Utility Line Clearing	Pacific Gas & Electric	California	11/13/2018	4/30/2020	$48,317,000.00
Spartanburg Tornado	City of Spartanburg	South Carolina	3/9/2020	3/28/2020	$87,200.00
Hurricane Dorian Debris Removal	Dare County	North Carolina	9/23/2019	1/11/2020	$2,047,000.00
Hurricane Dorian Debris Removal	Currituck County	North Carolina	9/21/2019	1/5/2020	$548,500.00
Hurricane Dorian Debris Removal	Tyrrell County	North Carolina	10/10/2019	12/5/2019	$648,000.00
Hurricane Dorian Debris Removal	City of Columbia	North Carolina	10/9/2019	12/5/2019	$114,500.00
Hurricane Dorian Debris Removal	Southern Shores	North Carolina	9/23/2019	10/29/2019	$403,000.00
Hurricane Dorian Debris Removal	Kitty Hawk	North Carolina	9/24/2019	10/17/2019	$195,500.00
Hurricane Dorian Debris Removal	Town of Duck	North Carolina	9/30/2019	10/7/2019	$16,000.00
Hurricane Michael Debris Removal	Baker County	Georgia	4/30/2019	6/25/2019	$1,888,000.00
Hurricane Michael Debris Removal	Mitchell County	Georgia	3/21/2019	4/30/2019	$ 536,000.00
Wiregrass Electric Cooperative - Tree Removal	Wiregrass Electric CoOp	Alabama	3/12/2019	4/26/2019	$2,076,500.00

Job Name	Owner	State	Start	End	Value
Creek Debris Removal	Bradford County	Florida	8/28/2018	4/19/2019	$2,557,000.00
Hurricane Florence Debris Removal	NCDOT	North Carolina	9/30/2018	1/23/2019	$3,432,500.00
Hurricane Florence Debris Removal	Beaufort County	North Carolina	11/2/2018	12/19/2018	$178,700.00
Hurricane Florence Debris Removal	City of Goldsboro	North Carolina	10/1/2018	12/6/2018	$370,000.00
Hurricane Florence Debris Removal	NCDOT	North Carolina	11/5/2018	11/17/2018	$943,000.00
Hurricane Michael Debris Removal	Kitty Hawk	North Carolina	11/3/2018	11/7/2018	$38,000.00
Hurricane Michael Debris Removal	Town of Duck	North Carolina	10/29/2018	11/2/2018	$22,100.00
Hurricane Michael Debris Removal	Kill Devil Hills	North Carolina	10/18/2018	10/29/2018	$11,800.00
Hurricane Florence Debris Removal	SCDOT	South Carolina	10/2/2018	10/27/2018	$162,000.00
Hurricane Florence Debris Removal	SCDOT	South Carolina	10/9/2018	10/19/2018	$24,000.00
Hurricane Florence Debris Removal	Town of Bogue	North Carolina	10/10/2018	10/17/2018	$62,200.00
Debris Removal	Supreme Industries	Connecticut	7/3/2018	8/23/2018	$909,500.00
Debris Removal	Supreme Industries	Connecticut	7/24/2018	8/20/2018	$222,000.00
Brevard Beach Berm Restoration Project	Brevard County	Florida	12/4/2017	5/30/2018	$7,554,000.00
Seagrape Trail Beach Berm Restoration Project	HOAs: Baytree, Sea Colony, Sea Oaks	Florida	3/10/2017	5/26/2018	$250,000.00
Hurricane Irma Debris Removal	Banks County	Georgia	12/3/2017	2/25/2018	$1,086,000.00
Hurricane Irma Debris Removal	Macon-Bibb County	Georgia	10/12/2017	2/23/2018	$1,924,000.00
Hurricane Irma Debris Removal - Nassau Co., FL	Crowder Gulf	Florida	9/19/2017	2/13/2018	$2,639,000.00
Hurricane Irma Debris Removal - Clay Co., FL	Crowder Gulf	Florida	9/16/2017	2/11/2018	$4,383,000.00
Hurricane Irma Debris Removal	Lumpkin County	Georgia	10/2/2017	2/10/2018	$ 944,000.00
Hurricane Irma Debris Removal - Putnam Co., FL	Crowder Gulf	Florida	11/14/2017	2/2/2018	$3,199,000.00

EXISTING FLORIDA CONTRACTS AND RESOURCE AVAILABILITY

SDR currently holds active standby debris removal contracts with more than 30 Florida jurisdictions spanning seven counties and multiple regions of the state. These agreements represent pre-competed, executed contracts under which SDR is the designated debris removal contractor — ready to activate without the delay of emergency procurement. A complete listing of SDR's active Florida standby contracts is provided below. Given that each of these contracts is a pre-event contract, they do not have actual values attached to them.

Name	Contact	Location	Description	Start	End
City of Pembroke Pines	Eliezer "Eli" Diaz(Contracts Specialist) 954-392-9438, ediaz@ppines.com	Pembroke Pines, FL	Active Standby (Debris Removal)	1/12/22	12/31/26
City of Pinellas Park	Bart Diebold, City Manager 727-369-0704, bdiebold@pinellas-park.com	Pinellas Park, FL	Active Standby (Debris Removal)	6/8/23	2/28/28
SFWMD- Emergency Hauling	Linda Yarrish lyarrish@sfwnd.gov	West Palm Beach, FL	Active Standby (Debris Removal)	9/23/22	9/23/27
Gilchrist County	Bobbie Crosby, County Administrator 352-463-3198, bcrosby@gilchrist.fl.us	Gilchrist County, FL	Active Standby (Debris Removal)	8/4/25	8/4/30
City of Safety Harbor	Rachel Telesca, City Clerk rtelesca@cityofsafetyharbor.com 727-724-1555 Ext 1405	Safety Harbor, FL	Active Standby (Debris Removal)	5/15/23	2/28/28
Hernando County	Jessica Wright, Administrative Services, 352-540-6249, jlwright@co.hernando.fl.us	Hernando County, FL	Active Standby (Debris Removal)	7/30/24	7/30/29
Calhoun County	John A. Summers (Director) 850-815-1583, jsummers@calhouncountyfl.gov	Calhoun County, FL	Active Standby (Debris Removal)	1/20/26	1/20/31
Village of Pinecrest	Eduardo Pozas 305.234.2121, epozas@pinecrest-fl.gov	Pinecrest, FL	Active Standby (Debris Removal)	9/11/24	9/10/29
Lee County Electric Cooperative	Chris Smith 239.656.2300	Lee County, FL	Active Standby (Debris Removal)	6/1/24	5/31/28
City of Brooksville	Emily Bennett (Exec Asst) 352.540.3868, ebennett@cityofbrooksville.us	Brooksville, FL	Active Standby (Debris Removal)	11/17/25	7/29/29



Name	Contact	Location	Description	Start	End
City of Destin	Michael Burgess, Dir. Of Public Work 850-837-6869, mburgess@cityofdestin.com	Destin, FL	Active Standby (Debris Removal)	6/17/25	12/31/27
Madison County	Sherilyn Pickels, County Manager 850-973-5200, admin@madisoncountyfl.com	Madison County, FL	Active Standby (Debris Removal)	9/25/24	9/24/29
City of Dunedin	Julie Ward Bujalski, Mayor 727-733-3197	Dunedin, FL	Active Standby (Debris Removal)	6/6/23	2/28/28
City of Edgewood	Sandy Riffle, Interim City Clerk 407-851-2920, sriffle@edgewood-fl.gov	Edgewood, FL	Active Standby (Debris Removal)	7/18/25	7/19/30
City of Gulfport	James O'Reilly (City Manager) 727.893.1009, joreilly@mygulfport.us	Gulfport, FL	Active Standby (Debris Removal)	4/18/23	2/28/28
NWFWMD	Sean Creel (850) 722-9919; sean.creel@nwfwater.com	Havana, FL	Active Standby (Debris Removal)	12/13/24	12/12/34
Village of Pinecrest	Eduardo Pozas 305.234.2121, epozas@pinecrest-fl.gov	Pinecrest, FL	Active Standby (Debris Removal)	9/11/24	9/10/29
City of Hialeah	Elsa Velaz (City Attorney) 305-883-5930, yoliva@hialeahfl.gov	Hialeah, FL	Active Standby (Debris Removal)	9/13/21	9/12/26
City of Indian Rocks Beach	Brently Gregg Mims, City Manager 727-595-2517, gmims@irbcity.com	Indian Rocks Beach, FL	Active Standby (Debris Removal)	5/10/23	2/28/28
City of Lake Mary	Kevin Smith, City Manager 407.585.1419	Lake Mary, FL	Active Standby (Debris Removal)	6/6/24	6/5/30
City of Madeira Beach	Clara VanBlargan, City Clerk cvanblargan@madeirabeachfl.gov 727-401-1792	Madeira Beach, FL	Active Standby (Debris Removal)	6/14/23	2/28/28
City of Oldsmar	Felicia Donnelly, City Manager 813-749-1102	Oldsmar, FL	Active Standby (Debris Removal)	3/27/24	2/28/28

Name	Contact	Location	Description	Start	End
St. Lucie County Erosion District	James A. Beams, 772.462.6735	St. Lucie County, FL	Active Standby (Debris Removal)	7/16/24	7/16/27
Gainesville Regional Utilities	Robbin Odowski, CPP, odowskirr@gru.com; 352.393.1209	Gainesville, FL	Active Standby (Debris Removal)	7/1/25	
Florida Municipal Power Agency	Sharon Samuels 407-355-7767, sharon.samuels@fmpa.com	Orlando, FL	Active Standby (Debris Removal)	5/15/24	5/31/27
Escambia County	David Miller Purchasing Coordinator 850-595-4943, dwmiller@myescambia.com	Escambia County, FL	Active Standby (Debris Removal)	8/18/22	8/1/27
Lake County	Bill Ponko (Sr Contracting Officer) 352-343-9489 bill.ponko@lakecountyfl.gov	Lake County, FL, USA	Active Standby (Debris Removal)	1/15/26	1/1/31
Bay County	Scott Nabers, Assistant Purchasing Director Phone: 850-248-8274 Email: snabers@baycountyfl.gov	Bay County, FL, USA	Active Standby (Debris Removal)	3/31/26	12/31/30



Section 2: Company Resources: Facilities, Equipment, & Personnel

QUALIFICATIONS

SDR is a proven rapid-response contractor specializing in disaster debris removal and recovery. Since our founding in 2012, SDR has completed over 210 contracts, managed more than 100 million cubic yards of debris, and delivered projects valued at over $960 million. Our FEMA-compliant operations, financial strength, and field-tested methodologies make us a trusted partner for jurisdictions across Florida, the Gulf Coast, and the Southeast.

Our core services include:

- Disaster Debris Removal and Disposal
- FEMA-PA Documentation and Compliance
- Hazardous Tree, Hanging Limb, and Stump Mitigation
- Household Hazardous Waste and White Goods Handling
- Sand Screening and Return
- Debris Management Site Establishment, Operation, and Remediation
- Waterway and Marine Debris Removal
- Private Property Debris Removal (PPDR)
- Utility Right-of-Way Services

REGIONAL PRESENCE AND RAPID DEPLOYMENT

Headquartered in Greenville, SC, with active standby contracts across more than 20 Florida jurisdictions spanning seven counties, SDR is strategically positioned to deploy to Fort Myers Beach within 24 hours of NTP. We maintain pre-positioned equipment and a pre-qualified subcontractor network across the Gulf Coast and Florida Peninsula specifically to support rapid barrier island and coastal activations.

LICENSES, CERTIFICATIONS, AND KEY PERSONNEL

Our team includes:

- ISA Certified Arborists
- Licensed Professional Engineers
- Certified Emergency Managers (CEMs)
- Former State and Local Emergency Managers and Public Works Directors
- Licensed Landfill Operators
- Certified Public Accountant (CPA)
- Federal Coordinating Officer

SDR holds all licenses and insurance required to operate in Florida and maintains compliance with FEMA, FHWA, EPA, and OSHA standards.



City of Edgewood, FL - 2022

CAPABILITIES & CAPACITY TO SUPPORT FT. MYERS BEACH'S SCOPE OF SERVICES

- **RAPID MOBILIZATION**
  - Deployment of personnel and equipment within 24 hours of NTP.
- **OPERATIONAL SCALABILITY**
  - Ability to scale to full operational capacity across multiple zones concurrently.
- **DEBRIS CLEARANCE & REMOVAL**
  - Emergency road clearance, ROW debris removal, hazardous tree/stump extraction, and final pass verification to FEMA standards.
- **DMS OPERATIONS**
  - Site preparation, management, debris reduction, and environmental compliance through final site closure.
- **SPECIAL MATERIALS HANDLING**
  - White goods, household hazardous waste (HHW), C&D debris, and demolition waste, managed per federal/state/local regulations.
- **COMPLIANCE & REIMBURSEMENT SUPPORT**
  - FEMA/FHWA-compliant documentation, GIS-integrated tracking, and complete reimbursement-ready audit packages.

REGIONAL PRESENCE AND OPERATIONAL READINESS

SDR is not an unfamiliar name in Lee County or on Florida's Gulf Coast. SDR has operated in this region through Hurricanes Ian, Helene, and Milton, understands the interlocal DMS framework that the Town activates through Lee County, and has worked within the documentation environment that FEMA-funded Gulf Coast recoveries require. SDR currently holds active-standby contracts with more than 30 Florida jurisdictions across seven counties, including multiple Pinellas County barrier island communities with operational profiles comparable to those of Fort Myers Beach. The equipment, personnel, subcontractors, and field protocols SDR would deploy for this contract are the same resources that have executed activations in this region. They are not assembled after the event; they are staged, contracted, and ready.

SDR has the facilities, equipment, personnel, and subcontractor network to execute the full scope of services required by this RFP, from first emergency push through final DMS remediation and project closeout. SDR has never failed to pay a subcontractor on time, even at a loss. That record is the foundation of the workforce loyalty and availability that makes SDR's capacity commitments credible, and it is the reason the same firms that executed Helene operations show up for the next activation.

OPERATIONAL CAPACITY, SIMULTANEOUS ACTIVATION, AND PROLONGED MISSIONS

SDR's resource infrastructure is built to sustain multiple concurrent activations without degrading capacity at any single client. SDR's workforce model operates in three layers.

The first layer is SDR's owned fleet, $20 million in unencumbered equipment available for immediate deployment, with no competing commitments in Florida at the time of this submission.

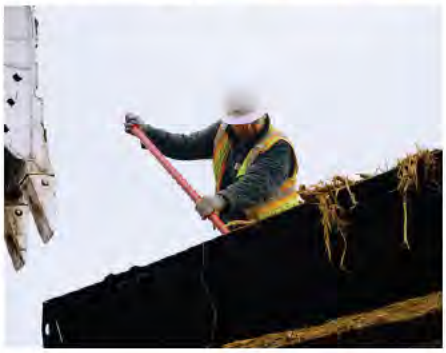
The second layer is SDR's core production subcontractor network, four primary firms with a combined 80+ years of disaster debris experience in the Southeast: Pride Contracting/Trucking (13 years in operation), Good Hope Recovery (founded 1995), LCS Restoration (30+ years in operation), and Ryan Infrastructure (40 years in operation). All four maintain current SDR sub packets with annual updates, attend SDR's annual contractor summit for documentation standards, ADMS procedures, and safety protocol refreshers, and have worked alongside SDR in prior activations. These are not new teaming arrangements; they are the firms that deployed during Hurricane Helene.

The third layer is a pre vetted surge bench of 75+ regional subcontractors across the Southeast, pre-screened for insurance, bonding, equipment quality, and prior performance. Bench subs are reviewed and refreshed annually. They are not cold contacts; every firm on SDR's bench has worked alongside SDR in prior events and is familiar with SDR's field standards.











The feasibility of this model is documented by its performance record. During Hurricane Helene, the largest simultaneous multi-state debris activation in recent history, **SDR mobilized 700+ pieces of equipment with trained operators across four states within 72 hours, sustaining 35 simultaneous jurisdictions under four separate FEMA disaster declarations without a single recruitment bottleneck**. SDR is currently sustaining active Helene waterway operations in North Carolina while responding to additional activations in other states, demonstrating real-time multi-mission workforce management. Fort Myers Beach will receive its contracted level of service regardless of the broader disaster environment at the time of activation.

Workforce sustainability through extended missions is maintained through three mechanisms: the annual contractor summit that keeps all primary subs current on SDR documentation and ADMS standards; SDR's payment track record, which is the single most important driver of subcontractor availability in disaster recovery markets; and a failover strategy that activates bench subs with equivalent capability and regional history if a primary sub is unavailable for a new event.

PROJECT MANAGEMENT TEAM AND KEY PERSONNEL COMMITMENT

SDR's Fort Myers Beach contract team is led by Al McClaran (Founder and CEO), supported by Chip Patterson (President) as senior operational lead, Joshua Patterson (Florida Operations Manager) as the dedicated on-the-ground field presence, Sonny Sims (Senior Project Manager) directing field crew and hazardous tree operations, John Ward (Quality Assurance Director) overseeing FEMA documentation compliance, John Sutton (Safety Manager) enforcing site safety protocols, Mark Stafford (VP and Chief Business Officer) providing contract and compliance oversight, and Robert Samaan (Senior Director, Federal and State Development) providing FEMA PA strategy and federal agency coordination. Short biographies for each team member follow, with full resumes attached.

SDR acknowledges and accepts the Town's requirement that the project management team and key personnel assigned to the Fort Myers Beach contract shall not be substituted without the express written permission of the Town of Fort Myers Beach.



EXISTING DISASTER RELATED PRE-EVENT CONTRACTS

SDR holds over 90 stand-by contracts for disaster-related pre-event services. Each of the contracts listed below require disaster debris related services identical to those contemplated in this RFP.

Debris Removal Pre-Positioned Contracts			
Client	**State**	**Contract Start**	**Contract End**
Aiken County	SC	5/23/19	5/21/27
Bartow County	GA	11/30/21	5/31/26
Bay County	FL	6/1/21	5/31/26
Brazoria County	TX	7/11/23	2/28/28
Bulloch County	GA	8/6/25	5/31/30
Butts County	GA	10/1/23	12/31/27
Calhoun County	FL	1/20/26	1/20/31
City & County of Broomfield	CO	7/31/24	7/31/28
City of Brooksville	FL	11/17/25	7/29/29
City of Charlotte	NC	11/10/25	12/31/28
City of Destin	FL	6/17/25	12/31/27
City of Dunedin	FL	6/6/23	2/28/28
City of Edgewood	FL	7/18/25	7/19/30
City of Griffin	GA	3/30/24	3/30/29
City of Gulfport	FL	4/18/23	2/28/28
City of Hampton	VA	4/14/23	4/13/28
City of Hialeah	FL	9/13/21	9/12/26
City of Indian Rocks Beach	FL	5/10/23	2/28/28
City of Lake Mary	FL	6/6/24	6/5/30
City of Longwood	FL	7/22/24	7/21/29
City of Madeira Beach	FL	6/14/23	2/28/28
City of New Orleans (Zone 1)	LA	6/29/25	12/28/29
City of New Orleans (Zone 2)	LA	7/6/25	1/5/30
City of Newnan	GA	4/30/21	4/29/26
City of Oldsmar	FL	3/27/24	2/28/28
City of Pembroke Pines	FL	1/12/22	12/31/26
City of Pinellas Park	FL	6/8/23	2/28/28
City of Poquoson	VA	4/14/23	4/13/28

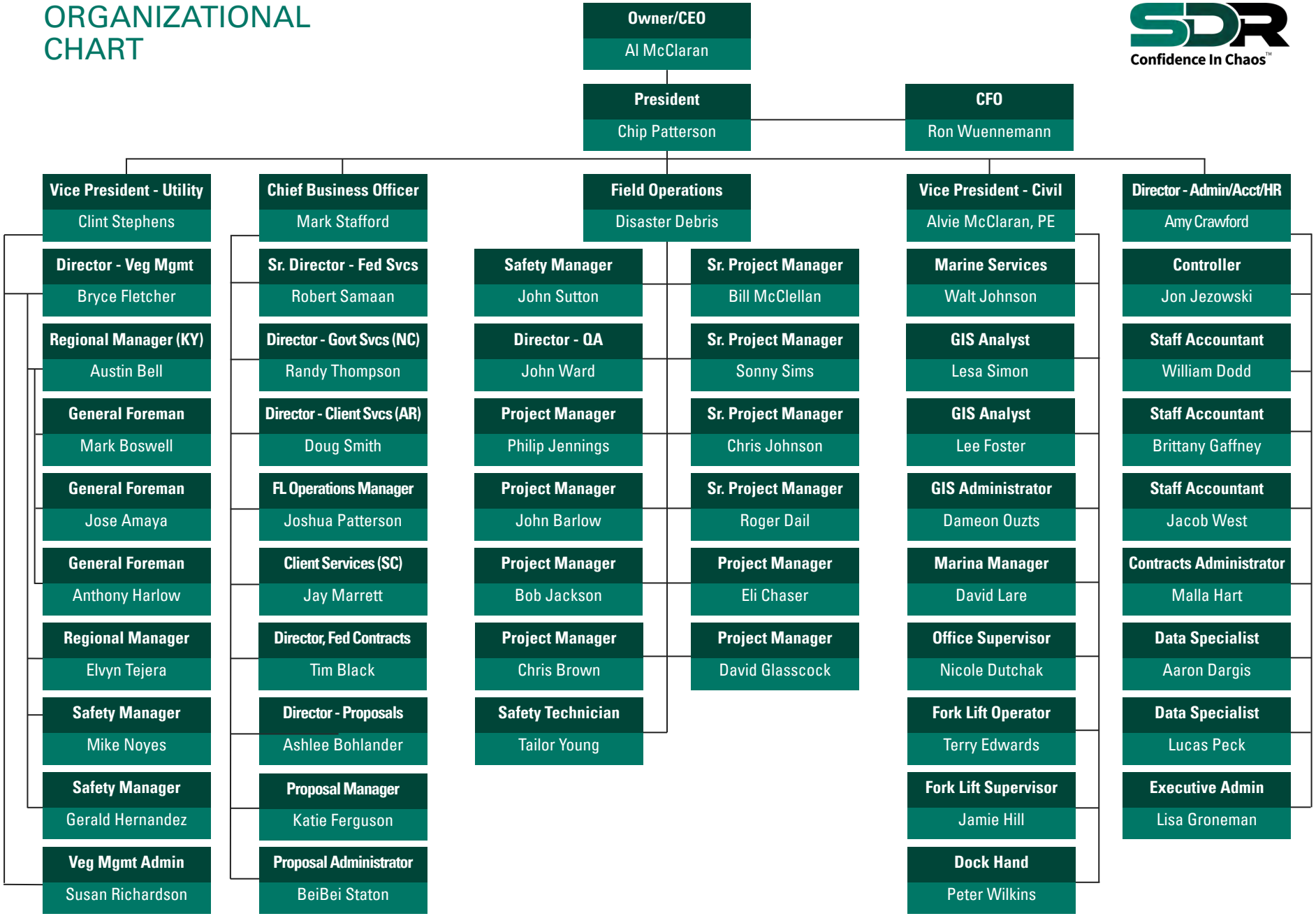
Client	State	Contract Start	Contract End
City of Ridgeland	MS	10/1/25	9/30/29
City of Safety Harbor	FL	5/15/23	2/28/28
City of Williamsburg	VA	4/14/23	4/13/28
Coffee County	GA	11/4/24	6/30/31
Dare Co	NC	6/1/23	5/31/28
Duke Energy	Various	6/1/22	5/31/25
Elbert County	GA	2/1/23	1/31/31
Escambia County	FL	8/18/22	8/1/27
Essex Co	VA	4/14/23	4/13/28
Fannin County	GA	3/5/19	12/31/27
Florida Municipal Power Agency	FL	5/15/24	5/31/27
Georgetown County	SC	4/19/23	4/18/28
Gilchrist County	FL	8/4/25	8/4/30
Gloucester Co	VA	4/14/23	4/13/28
Gordon County	GA	2/6/26	2/5/29
Hampton County	SC	5/10/16	5/31/26
Harnett Co	NC	12/3/25	12/2/30
Hernando County	FL	7/30/24	7/30/29
Iowa State	IA	9/12/25	9/11/26
James City Co	VA	4/14/23	4/13/28
King & Queen Co	VA	4/14/23	4/13/28
King William Co	VA	4/14/23	4/13/28
Lake County	FL	1/15/26	1/1/31
Lancaster Co	VA	4/14/23	4/13/28
Laurens Commission of Public Works	SC	11/25/25	11/24/30
Lee County Electric Cooperative	FL	6/1/24	5/31/28
Lowndes County	GA	6/25/24	6/24/29
Lumpkin Co	GA	4/1/23	3/31/27
Macon Bibb	GA	7/1/23	6/30/26
Madison County	FL	9/25/24	9/24/29
Newberry County	SC	7/25/23	6/30/28

Client	State	Contract Start	Contract End
Madison County	FL	9/25/24	9/24/29
Mathews Co	VA	4/14/23	4/13/28
Middlesex Co	VA	4/14/23	4/13/28
Morehead City	NC		8/29/28
Nassau County	FL	10/9/23	10/8/28
Newberry County	SC	7/25/23	6/30/28
North Carolina Emergency Management (NCEM)	NC	9/22/25	9/21/28
NWFWMD	FL	12/13/24	12/12/34
Onslow	NC	Notice of Award	February 2026
Pamlico Co	NC	9/26/25	9/21/28
Pinellas County	FL	2/28/23	2/27/28
PowerSouth Electric Cooperative	AL	3/21/25	3/21/26
Putnam County	NY	6/18/24	7/15/27
Rankin County	MS	1/6/25	1/6/33
SC Department of Transportation	SC	10/09/25	10/09/30
SFWMD- Emergency Hauling	FL	9/23/22	9/23/27
Spalding County	GA	2/27/23	4/24/28
St. Lucie County Erosion District	FL	7/16/24	7/16/27
Thomas County	GA	2/19/25	2/18/31
Town of Brookfield	CT	10/14/22	10/14/27
Town of Harwinton	CT	5/16/24	8/30/30
Town of Hillsborough	NC	11/3/25	9/21/28
Town of Kiawah Island	SC	6/7/22	7/6/27
Town of Lyman	SC	1/13/25	1/13/30
Town of West Hartford	CT	7/1/24	6/30/33
Treasure Island	FL	6/27/23	2/28/28
Union County	GA	1/4/21	1/4/29
VA Dept of General Services	VA	9/29/22	9/28/27
VA Peninsulas Public Service Authority	VA	4/14/23	4/13/28
Village of Pinecrest	FL	9/11/24	9/10/29
Virginia DOT	VA	3/7/22	3/6/27

Client	State	Contract Start	Contract End
Walker County	TX	10/1/25	9/30/26
Walton County	GA	9/3/25	9/3/30
White County	GA	11/18/24	10/31/33
Whitfield County	GA	10/1/19	10/1/27
Wilkes County	GA	4/2/24	3/14/29
Yancey County	NC	10/15/24	3/26/26
York Co	VA	4/14/23	4/13/28
York County	SC	8/21/23	8/20/28



ORGANIZATIONAL CHART



FORT MYERS BEACH MANAGEMENT TEAM

SDR assigns a dedicated project management team to each standby contract prior to activation. The team identified below is assigned to the Town of Fort Myers Beach contract. SDR acknowledges that no substitution of key team members will be made without the express written permission of the Town. Full resumes for each team member are included in the pages that follow.



Al McClaran

Chief Executive Officer

Mr. McClaran is responsible for the day-to-day operations of SDR. He is knowledgeable in all aspects of disaster debris recovery operations and has completed numerous courses with FEMA's Emergency Management Institute Independent Study Program. He works closely with Owners, Managers, and other leaders of government agencies to provide best-in-class service that meets the client's needs. Mr. McClaran is a visionary leader who is often found in the field, ensuring the company meets its obligations and fulfills its ideals.



Chip Patterson

President

Robert "Chip" Patterson brings over 30 years of experience in disaster planning, response, and recovery. He has held emergency management leadership roles at both the state (FL, NC) and local levels, including serving as a FEMA Public Assistance grants manager. With 19 years in disaster debris contracting and 12 years in civil construction, Chip offers deep expertise in project planning, scheduling, and federal compliance. He holds certifications in US Army Contractor Quality Control, OSHA 30-hour, MOT, NPDES Stormwater, and HAZWOPER.



Mark Stafford

Vice President / Chief Business Officer

Mark Stafford brings over 40 years of experience in disaster response, waste management, and federal contracting. He has held executive leadership roles across the industry, including CEO, COO, and Vice President at nationally recognized disaster recovery firms. Mark has shaped FEMA policy, authored safety and operations manuals, and holds over 60 FEMA certifications. As Vice President and Chief Business Officer at SDR, he leads contract fulfillment with deep expertise in FEMA Public Assistance compliance and large-scale post-disaster operations.



John Ward

Quality Assurance Director

John Ward is a seasoned emergency management professional with extensive experience leading disaster response and recovery operations. As former Director of Emergency Management for Clay County, Florida, he led 15 federally declared disaster responses and oversaw multimillion-dollar recovery programs and EOC activations. John brings proven leadership in field operations, regulatory compliance, and multi-agency coordination. He holds certifications in Florida Professional Emergency Management, All-Hazards IMT, ICS Train-the-Trainer, and emergency medical response.



Sonny Sims

Senior Project Manager

Sonny Sims is a certified arborist with extraordinary experience in managing large-scale contractor deployments. Mr. Sims is a highly experienced project manager who has managed critical projects involving over 300 tradespersons and a substantial amount of heavy equipment. He is known for being mission-focused and experienced in engaging the right resources at the correct times for the project. In addition to FEMA training, he has completed training and certification in OSHA 30-hour, MOT, and NPDES Stormwater and HAZWOPER.



Robert Samaan

Federal Government Services Director

Robert Samaan is a FEMA Qualification System certified Federal Coordination Officer (FCO) and most recently served as the Regional Administrator of FEMA Region 4. He brings over 20 years of experience in emergency management with leadership roles at FEMA, US Department of Homeland Security and state government. He has led the response and recovery for more than 200 federally declared disasters across the SE. His expertise spans across FEMA programs, federal and state policy, and strategic government relations. As Director of Federal and State Development at SDR, Robert serves as a senior liaison supporting client engagement, disaster readiness and program execution. He ensures that SDRs programs are held to the highest standards required by Federal regulations to ensure timely and efficient reimbursements.



Chris Johnson

Senior Project Manager

Chris Johnson has over 20 years of experience in safety and multi-site operations management, including oversight of solid waste facilities in Murray and Gordon County, Georgia. A certified Landfill Manager and member of the Solid Waste Association of North America, Chris has worked closely with elected officials and regulatory agencies to ensure compliance with OSHA standards and safety protocols. He currently serves as an instructor for the Georgia Landfill Operators Training Program. His certifications include FEMA training, OSHA 30-hour, MOT, NPDES Stormwater, and HAZWOPER.



Alvie McClaran III, P.E.

Vice President Civil Division

Alvie McClaran is a licensed Professional Engineer and General Contractor with over a decade of experience leading civil engineering and disaster recovery projects. As Vice President of SDR's Civil Division, he oversees technical operations and project delivery for large-scale infrastructure and debris recovery efforts. Alvie brings deep expertise in site development, grading, stormwater systems, and utility design for both public and private sector clients. His past work includes complex civil design leadership at Fluor Corporation and multi-jurisdictional permitting across EPA, FEMA, USACE, and DOT programs. He holds a B.S. in Civil Engineering from Clemson University and is licensed in NC, SC, MS, and LA.



Joshua Patterson

FL Operations Manager

Mr. Patterson is an accomplished project manager with a background in disaster recovery, drone operations, and public safety. He has led and managed disaster debris projects involving over 600,000 cubic yards of material and more than 900,000 feet of waterway clearance. Known for his innovation in field technology, he has developed GPS tagging and GIS mapping systems that have significantly improved debris tracking and recovery operations. Before joining SDR, Mr. Patterson supported both Nassau and Jacksonville, Florida, where he developed critical incident response, drone mapping, and de-escalation skills. His combined field experience and technical expertise make him an asset in both emergency response and long-term recovery environments.



AL MCCLARAN

Chief Executive Officer

EDUCATION

Master of Arts (1983)
Bob Jones University
Greenville, SC

Bachelor of Arts (1980)
Bob Jones University
Greenville, SC

EXPERTISE

- Disaster Debris Operations
- Emergency Response Leadership
- FEMA-PA
- Subcontractor Management
- Debris Management Planning
- Field Operations Oversight
- Government Agency Coordination
- Environmental Compliance

CERTIFICATIONS

- 40+ FEMA EMI Independent Study certifications
- Specialized in Public Assistance, Debris Operations, and NIMS/ICS
- G202 Debris Management (12.0 Credit Hours)
- EM-16: Emergency Manager Orientation

OVERVIEW

Mr. McClaran is responsible for the day-to-day operations of SDR. He is knowledgeable in all aspects of disaster debris recovery operations and has completed numerous courses with FEMA's Emergency Management Institute Independent Study Program. He works closely with Owners, Managers, and other leaders of government agencies to provide best-in-class service that meets the client's needs. Mr. McClaran is a visionary leader who is often found in the field, ensuring the company meets its obligations and fulfills its ideals.

WORK EXPERIENCE

Southern Disaster Recovery, LLC – Greer, SC
Chief Executive Officer | 2012 – Present

Leads company operations, manages field teams, and oversees disaster debris recovery across the Southeast and beyond.

Select Disaster Events:

- Winter Storm Pax (2014) – 4 counties in SC
- SC Flood Event (2015) – SCDOT
- Butte Wildfires (2015) – San Andreas, CA
- Hurricane Matthew (2016) – 19 contracts in NC, SC & GA
- Hurricane Irma (2017) – 15 contracts in FL & GA
- Hurricane Florence (2018) – NC counties & NCDOT/SCDOT
- Hurricane Dorian (2019) – 8 contracts in NC
- Hurricane Isaias (2020) – 6 contractors in NC
- Hurricane Zeta (2020) – NC
- Winter Storm Uri (2021) – 4 counties in KY
- Tornado (2021) – City of Newnan, GA
- Hurricane Ian PPDR (2022-2023)- Ft. Myers & Cape Coral, FL
- Hurricane Helene (2024- 2025)- Simultaneous contracts across four states & 35 jurisdictions

DTS – Greer, SC
Senior Project Manager | 2009 – 2012

Managed debris removal operations and agency coordination before and after major storm events.

Select Disaster Events:

- Tornado (2011) – Rabun County, GA
- Hurricane Irene (2011) – Edgecombe, Wayne & Halifax Counties, NC
- Winter Storm Alfred (2011) – 15 townships in CT
- Hurricane Isaac (2012) – St. John the Baptist Parish, LA



ROBERT "CHIP" PATTERSON

President

EDUCATION

B.S. Sociology (1989)
University of the State of New York

Master of Business Administration (2002)
Jacksonville, FL

EXPERTISE

- Emergency Operations Leadership
- FEMA-PA
- Debris Clearance & Recovery
- State & Local Emergency Management
- Policy & Planning Development
- Incident Command System (ICS)
- Multi-Agency Coordination

CERTIFICATIONS

- FEMA ICS 100–400, IS-700, IS-800
- CEM (Certified Emergency Manager)
- USACE Contractor Quality Control
- OSHA 30-Hour Safety & HAZWOPER
- FL & NC EOC Leadership
- NIMS/ICS Instructor
- Flagler College & UNC Adjunct Instructor

OVERVIEW

Mr. Patterson brings over 35 years of leadership experience in disaster management, having served as Emergency Management Director for both the State of Florida and City of Jacksonville, FL. His experience includes 10 federally declared disasters and senior roles within SDR, DRC, and state EOCs. He provides executive leadership, policy direction, and field-tested operations expertise across disaster response and recovery.

WORK EXPERIENCE

Southern Disaster Recovery, LLC – *Greer, SC*
President (2024–Present) | VP of Operations (2018–2024)

Oversees all aspects of SDR's business operations, ensuring alignment with mission, vision, and values. Leads field operations, fulfillment of disaster contracts, strategic growth, and ensures alignment with FEMA PA programs.

Select Disaster Events:

- Hurricane Dorian (2019) – 8 contracts in NC
- Hurricane Isaias (2020) – 6 contractors in NC
- Winter Storm Uri (2021) – 4 counties in KY
- Tornado (2021) – City of Newnan, GA
- Hurricane Ian PPDR (2022-2023)- Ft. Myers & Cape Coral, FL
- Hurricane Helene (2024- 2025)- Simultaneous contracts across four states & 35 jurisdictions

J.B. Coxwell Contracting | Director, Disaster Services (2006–2018): Directed emergency management and homeland security services for a civil construction firm, overseeing disaster response and debris removal across 18 jurisdictions.

City of Jacksonville, FL | Director, Emergency Preparedness (1996–2006): Led the city's comprehensive emergency management program and served as Incident Management Team Lead during ten federally declared disasters.

Florida Division of Emergency Management | Response Administrator (1993–1995): Managed statewide disaster resource coordination and oversaw operations of the State Emergency Operations Center during six major disasters.

NC Division of Emergency Management | Chief of Operations (1989–1993): Directed disaster resource delivery and radiological emergency planning while managing the 24/7 State Warning Point.



MARK STAFFORD

Vice President & Chief Business Officer

EDUCATION

B.S. Business Administration
University of Louisiana

EXPERTISE

- Disaster & Waste Management
- FEMA Appeals & PA Process
- Strategic Business Development
- Contract Negotiation & Compliance
- Public Affairs & Lobbying
- Debris Operations & Civil Recovery
- Emergency Response Leadership
- Executive Management

CERTIFICATIONS & AFFILIATIONS

- 64 FEMA IS Certifications
- Co-Author: Urban Services Manual, Safety Systems Guide
- Associated Builders and Contractors
- Founding Member DRCA
- Greater New Orleans Chamber of Commerce
- Harvey Canal Business Association

OVERVIEW

Mr. Stafford brings more than four decades of experience in disaster recovery, waste management, and emergency response operations. Throughout his career, he has held senior executive roles at some of the largest and most respected firms in the industry, including DRC Emergency Services, Republic Services, and Waste Management, Inc., where he led large-scale operations, managed complex debris removal projects, and directed multi-jurisdictional emergency response contracts. He has served as CEO, COO, and Vice President for companies generating up to $250 million in annual revenue, overseeing thousands of personnel, landfills, hauling companies, and transfer stations across the Gulf Coast and Southeastern U.S.

Mr. Stafford is nationally recognized for shaping FEMA's applicant appeals process and advancing more equitable dispute resolution systems for disaster-impacted communities. He co-authored the Urban Services Manual and the Safety Systems and Practice Guide, and was a founding member of the Disaster Recovery Contractors Association (DRCA), where he worked to improve industry standards and public-private coordination. His career achievements have earned him numerous accolades, including the WMI President's Award for Safety, Regional Operation of the Year, and the Leadership Circle for Sales Excellence.

At SDR, Mr. Stafford serves as Vice President and Chief Business Officer, leveraging his experience to guide strategic growth, manage client relationships, and ensure alignment with FEMA Public Assistance programs and federal recovery guidelines. His reputation for integrity, innovation, and execution continues to make him a trusted leader in disaster contracting and recovery services nationwide.

WORK EXPERIENCE

SDR | VP & Chief Business Officer (2024–Present)

Stafford Solutions LLC | Owner (2023–2024)

DRC Emergency Services | VP, CEO, COO, Director (2005–2022)

Allied Waste/Republic Services | District Manager, Louisiana (2002–2005)

DRC, Inc. | Regional Manager (2000–2002)

Waste Management, Inc. | GM & Division President (1987–1996)



JOHN WARD

Quality Assurance Director

EDUCATION

B.S. Emergency & Disaster Management
American Public University

EXPERTISE

- Emergency Management Operations
- Incident Command Systems (ICS)
- Grant & Budget Oversight
- Multi-Jurisdictional Exercises
- FEMA-PA
- Emergency Communications
- Quality Assurance & Program Compliance
- Community Outreach & Preparedness

CERTIFICATIONS

- Florida Professional Emergency Manager (FPEM) – Certified since 2010
- FEMA Advanced Professional Series
- All-Hazards Incident Management Team (IMT) Certification
- ICS Train-the-Trainer (Instructor Certified)
- Emergency Medical Technician (EMT)
- Firefighter Minimum Standards

OVERVIEW

Mr. Ward is a decorated and mission-driven emergency management professional with over 15 years of public sector leadership in disaster response, emergency operations, and quality program development. As the former Director of Emergency Management for Clay County, Florida, he led the county's response to 15 federally declared disasters, managed multi-million-dollar budgets and FEMA grants, and directed one of the most successful Emergency Operations Center transitions in the state. He also served as the Incident Commander for statewide deployments of Florida's Disaster Incident Management Team (IMT), supporting jurisdictions across the nation during catastrophic events. His dedication to excellence in service, safety, and preparedness earned him Florida's Firefighter of the Year award and numerous state and federal recognitions. At SDR, Mr. Ward ensures high standards of performance, compliance, and client satisfaction across all field and administrative operations.

WORK EXPERIENCE

Southern Disaster Recovery, LLC
Quality Assurance Director | August 2023 – Present

- Leads quality control initiatives across all SDR disaster operations
- Ensures performance and compliance align with FEMA, DOT, and client requirements
- Provides training and mentorship to staff on QA/QC standards and documentation best practices

Clay County Division of Emergency Management – FL
Director | 2015 – 2023

- Directed emergency operations for all phases of disaster preparedness, response, and recovery
- Oversaw $10M+ in FEMA grants and budgeted programs across 15 federally declared disasters
- Acted as Incident Commander for Florida's Disaster IMT, deploying to support national recovery efforts

Deputy Director, Public Safety | 2010 – 2015

- Built and maintained interagency partnerships across city, county, and state emergency stakeholders
- Developed training plans and exercise programs for county staff and partner agencies
- Supported EOC activations and assumed lead duties in absence of the Director



JOHN "SONNY" SIMS

Sr. Project Manager

EDUCATION

A.A.S., Ornamental Horticulture – 1992

EXPERTISE

- Disaster Debris Removal
- Debris Site Operations
- Arborist Supervision
- Field Crew Management
- Client Coordination
- Environmental Compliance
- PPDR & ROW Debris Clearance

CERTIFICATIONS

- ISA Board Certified Arborist
- HAZWOPER 40-Hour
- IS-00632.a – Introduction to Debris Operations
- IS-00633 – Debris Management Plan Development
- IS-00100.PWc / ICS-100
- ICS-200
- IS-00253.a – FEMA Env.& Historic Preservation Review
- Landfills & Land Application Sites (2020)
- Maintenance of Traffic for Supervisors

OVERVIEW

Mr. Sims is a certified arborist with extraordinary experience in managing large-scale contractor deployments. Mr. Sims is a highly experienced project manager who has managed critical projects involving over 300 tradespersons and a substantial amount of heavy equipment. He is known for being mission-focused and experienced in engaging the right resources at the correct times for the project. In addition to FEMA training, he has completed training and certification in OSHA 30-hour, MOT, and NPDES Stormwater and HAZWOPER.

WORK EXPERIENCE

Southern Disaster Recovery, LLC
Senior Project Manager | 2014 – Present

- Directs all day-to-day field operations for disaster recovery missions across the Southeastern U.S.
- Oversees contractor performance, equipment deployment, productivity tracking, and field safety compliance
- Coordinates with local governments, DOTs, and property owners to ensure FEMA-eligible removal and documentation
- Manages arborist work, hazardous tree removal, and vegetative debris clearance in urban and rural environments
- Leads and mentors field crews during PPDR, C&D, white goods, and electronic debris removal efforts
- Implements jobsite safety procedures and drives quality control during active disaster recovery missions

Notable Disaster Events:

- Hurricane Ian (2022) – Cape Coral, FL (PPDR)
- Hurricane Idalia (2023) – Georgia and Florida
- Tornadoes (2020–2023) – NC & SC; includes Elkin, Newton, Landis, Spartanburg, Hampton, and Oconee Counties
- Hurricane Isaias (2020) – Brunswick Co., NC (Holden Beach, Oak Island, Caswell Beach, etc.)
- Hurricane Florence (2018) – New Bern, NC
- Hurricane Irma (2017) – City of Miami & City of Deltona, FL
- Hurricane Matthew (2016) – Marion Co. & Lumberton, NC
- 2009 Ice Storm – Dunklin County, MO
- 2005–2008 Hurricanes (Katrina, Wilma, Rita, Ike) – Multiple contracts across FL, AL, LA, and TX
- 2002 Ice Storm – Raleigh, NC



ROBERT D. SAMAAN

Sr. Director, Federal & State Development

EDUCATION

M.A. Political Management
George Washington University

B.A. Political Science
Lee University

EXPERTISE

- FEMA Program Administration
- Federal & State Government Relations
- Strategic Policy & Preparedness
- Public Assistance, IA, HMGP Programs
- National Response Framework
- Crisis Leadership & Recovery Planning
- FCO-Level Coordination
- Disaster Grants & Funding

CERTIFICATIONS

- FEMA FQS Certified Federal Coordination Officer (FCO)
- National Emergency Management Executive Academy
- Vanguard Executive Crisis Leaders Fellowship
- FEMA Executive Academy, Executive Crisis Leadership, REP Program

OVERVIEW

Mr. Samaan brings over 20 years of emergency management experience, including executive leadership roles at FEMA Region 4 and DHS. As a FEMA-certified FCO, he has led over 200 declared disasters. His focus at SDR is building relationships and enhancing company operations at the federal and state levels.

WORK EXPERIENCE

SDR | Senior Director, Federal and State Development | 2025–Present: Oversees SDR's engagement with federal and state partners, leveraging his FEMA leadership background to guide strategic initiatives, support compliance, and strengthen government relationships.

FEMA Region 4 | Regional Administrator (2023–2025) | Deputy Regional Administrator (2014–2023): Led one of FEMA's largest and most active regions, directing over 200 major disaster responses, including hurricanes, floods, and pandemic operations, and managing a staff of 600+ across eight states. Responsible for implementing FEMA programs, administering grants, and coordinating with senior officials at all levels of government.

FEMA Region 4 – National Preparedness Division Director | 2012–2014: Managed preparedness programs and readiness strategies across multiple offices and states, implementing the National Preparedness System at the regional level.

FEMA Headquarters | Senior Policy Advisor, Protection and National Preparedness | 2010–2012: Provided executive policy support for FEMA's preparedness and non-disaster grant programs and served as Acting Director of the National Preparedness Assessments Division.

California Office of Emergency Services (Cal OES)
Deputy Undersecretary | 2009–2010: Directed emergency management operations and coordinated statewide programs and federal partnerships for Cal OES.

California Governor's Office of Homeland Security
Deputy Director | 2005–2009: Led statewide planning and preparedness, including California's Homeland Security Strategy and federal coordination with DHS.

U.S. Department of Homeland Security Coordination Officer for State Governments | 2003–2005: Supported policy implementation and coordination with all U.S. states and territories for homeland security planning and programs.



CHRIS JOHNSON

Senior Project Manager

EDUCATION

B.S. Public & Social Service, Criminal Justice
Kennesaw State University (1992)

A.S. Criminal Justice
Reinhardt University (1987)

EXPERTISE

- Disaster Debris Project Management
- FEMA Public Assistance Programs
- Environmental Services & Landfill Operations
- Safety Management & OSHA Compliance
- Erosion Control & Site Stabilization
- Multi-Agency Coordination
- Public Engagement & Stakeholder Relations

CERTIFICATIONS

- 20+ FEMA Certifications
- Landfill Manager – Georgia SWA
- POST Certified – GA Peace Officer
- Soil & Erosion Inspector, Level 1-B – GA SWCC
- GA Dept. of Agriculture – Pesticide Applicator
- GA DNR – Professional Nuisance Animal Trapper

OVERVIEW

Mr. Johnson is a seasoned emergency management and public service professional with over 30 years of experience in disaster recovery, solid waste operations, and environmental compliance. As a Senior Project Manager at SDR, he has led FEMA-PA debris operations in more than a dozen states, managing field crews, compliance, and stakeholder coordination. With a background in law enforcement, landfill operations, and regulatory enforcement, he brings a practical, safety-first mindset to every deployment. Mr. Johnson also serves as an instructor for the Georgia Landfill Operators Training Program and is known for his ability to build trust across agencies, contractors, and communities.

WORK EXPERIENCE

Southern Disaster Recovery, LLC - Greer, SC
Senior Project Manager | February 2018 – Present
- Manages debris operations across the U.S. with experience in GA, FL, SC, NC, AL, KY, IA, CT, LA, MT, ME, TN, MA, and OR
- Oversees field crews, contract compliance, and FEMA PA documentation for disaster recovery projects

BBRAC Farms, LLC – Fairmount, GA
Project Manager | 2017 – Present
- Provides support for FEMA, NRCS, and USDA-funded storm recovery and agricultural response programs

Enviro-friendly Outdoors – Fairmount, GA
Owner/Operator | 1997 – Present
- Specializes in erosion control, heavy equipment operations, and wildlife nuisance management

Santek/Waste Services – Cleveland, TN
Safety Manager / Multi-Site Manager | 2005 – 2015
- Managed landfill operations and company-wide safety programs; led OSHA compliance efforts and facility audits

Fairmount Police Department – Fairmount, GA
Police Chief | 2002 – 2005
- Led all law enforcement operations for the city, overseeing personnel, training, and community safety initiatives

Gordon County Board of Commissioners – GA
Director, Environmental Services & Compliance | 1998 – 2002
- Oversaw county landfill, recycling, convenience centers, and land disturbance permit enforcement



ALVIE MCCLARAN III, P.E.

Vice President, Civil Division

EDUCATION

B.S., Civil Engineering
Clemson University (2011)

EXPERTISE

- Civil Site Design & Permitting
- Stormwater Management Systems
- Disaster Infrastructure Projects
- Engineering for Debris Reduction & TDMS
- Earthwork & Utility Design
- NPDES & Environmental Compliance
- Federal & Military Facility Design
- Project Management & Technical Leadership
- Disaster Debris Operations
- Emergency Response Leadership
- Field Operations Oversight

CERTIFICATIONS

- Registered Professional Engineer (P.E.)
- Licensed General Contractor – NC, SC, MS, LA

OVERVIEW

Mr. McClaran is a licensed civil engineer and general contractor with over a decade of experience in infrastructure design, environmental compliance, and project execution for both public and private sector clients. As Vice President of SDR's Civil Division, he leads technical development, engineering oversight, and design-build support across all civil-related recovery projects. His experience includes FEMA-eligible civil site work, permitting, and stormwater systems for debris management operations, temporary infrastructure, and long-term recovery initiatives.

Before joining SDR, Mr. McClaran served as a Lead Civil Engineer for Fluor where he managed large-scale grading, drainage, utility, and NPDES design packages for critical infrastructure sites, including mines, steel mills, carbon fiber facilities, and military bases. He is well-versed in the regulations and technical requirements of FEMA, USACE, EPA, and state DOTs, and consistently delivers projects with precision, compliance, and innovation.

WORK EXPERIENCE

Southern Disaster Recovery, LLC - Greer, SC
Vice President, Civil Division | 2021 – Present

- Leads business development and technical execution for SDR's civil infrastructure and engineering services
- Oversees design and permitting for stormwater, debris management sites, and public works recovery initiatives

Fluor Corporation – Greenville, SC
Design/Lead Civil Engineer | 2017 – 2021

- Managed multi-disciplinary civil teams on industrial and federal projects across the U.S.
- Served as Engineer of Record for 160-acre mine facility and led environmental retrofit of 100+ year-old steel mill site
- Designed infrastructure layouts for carbon fiber, pharmaceutical, and military construction

Land Planning Associates – Easley, SC
Staff Engineer | 2011 – 2017

- Designed site layouts, water systems, and grading plans; managed permitting with federal, state, and local agencies
- Represented firm before clients and regulatory bodies on land development and utility projects



JOSHUA PATTERSON

FL Operations Manager

EXPERTISE

- Disaster Debris Operations
- Waterway & ROW Debris Clearance
- GIS & Photogrammetry Mapping
- Drone Operations (FAA Part 107)
- Emergency Response & De-escalation
- FEMA PA Documentation
- Public Safety & Law Enforcement

CERTIFICATIONS

- FAA Part 107 Drone Pilot
- FDLE General Instructor & Advanced Patrol Medic
- G-191, G-300, G-400 – ICS / EOC Interface
- IS-632 & IS-633 – FEMA Debris Management Courses
- IS-100, IS-200, IS-700, IS-800 – NIMS/ICS
- IS-230, IS-235, IS-240, IS-241, IS-242, IS-244 – FEMA Emergency Management Series
- IS-5, IS-15, IS-201, IS-2200, IS-703, IS-320 – Additional FEMA Certifications

OVERVIEW

Mr. Patterson is an accomplished project manager with a background in disaster recovery, drone operations, and public safety. He has led and managed disaster debris projects involving over 600,000 cubic yards of material and more than 900,000 feet of waterway clearance. Known for his innovation in field technology, he has developed GPS tagging and GIS mapping systems that have significantly improved debris tracking and recovery operations. Before joining SDR, Mr. Patterson supported both Nassau and Jacksonville, Florida, where he developed critical incident response, drone mapping, and de-escalation skills. His combined field experience and technical expertise make him an asset in both emergency response and long-term recovery environments.

WORK EXPERIENCE

Southern Disaster Recovery, LLC
Project Manager | October 2024 – Present

- Led 11 debris recovery projects, including 9 TDMS setups and over 900,000 feet of cleared waterways
- Developed GIS-based ROW mapping systems and photogrammetry survey methods that identified over $1.75M in additional project revenue

Jacksonville Sheriff's Office
Deputy Sheriff | May 2019 – October 2024

- Completed 400+ flight hours with drone unit for GIS mapping, disaster response, and cinematography
- Handled critical incident response, reporting, and public safety duties

Nassau County Sheriff's Office
Deputy Sheriff | November 2015 – August 2018

- Conducted patrols and incident response across the county

JB Coxwell
Program Manager | June 2014 – November 2015

- Supported trade show outreach and contract development with local governments
- Assisted with hauling crew oversight and FEMA compliance in SC flood recovery

Hurricane Michael Response (Self-Employed Subcontractor)
Owner / Tier-2 Subcontractor

- Managed response logistics and field documentation for debris cleanup operations



JOHN SUTTON

Safety Manager

EDUCATION

Paramedic
University of South Alabama (1989)

Related coursework:
- Extrication
- Confined Space Rescue
- Wilderness First Aid

Bachelor Of Science in General Business |
University of New York (1992)

Master of Science in Occupational Safety and Health
Columbia Southern University (2011)

Related coursework:
- Safety and health related theory and technology

EXPERTISE

- Safety Program Leadership
- OSHA & USACE Compliance Expertise
- Risk Assessment & Root Cause Analysis
- Emergency Response Planning
- Workforce Safety Training

CERTIFICATIONS

- Certified Firefighter and Paramedic

OVERVIEW

Mr. Sutton brings more than 25 years of experience in environmental health and safety management supporting large-scale construction, infrastructure, and disaster recovery operations. He holds a Master of Science in Occupational Safety and Health, a Bachelor of Science in Business Management, and is a certified firefighter and paramedic. Throughout his career, Mr. Sutton has led safety programs for complex projects including large right-of-way clearing operations and multi-contractor infrastructure projects, ensuring compliance with OSHA regulations, USACE EM 385-1-1 safety standards, and industry best practices. At Southern Disaster Recovery, Mr. Sutton serves as Site Safety Health Officer, where he develops and enforces site-specific safety protocols, conducts risk assessments and training, and oversees safety compliance across disaster recovery operations to protect personnel, equipment, and the communities served.

WORK EXPERIENCE

Southern Disaster Recovery, LLC – Site Safety Health Officer | 2024 – Present
Develops and enforces safety protocols across disaster recovery sites, ensuring compliance with federal, state, and local regulations while conducting risk assessments, training personnel, and overseeing site safety inspections.

Merit First – EH&S Manager | Nov 2022 – Apr 2024
Managed safety and project oversight for clearing operations at PNAS, including subcontractor coordination, risk assessments, safety audits, regulatory documentation, permit compliance, and emergency response planning.

Phillips & Jordan, Inc. – EH&S Manager | Aug 2017 – Oct 2022
Oversaw safety compliance for large right-of-way clearing projects, including the 176-mile NFRC transmission line and Gateway West Project, conducting field safety observations, enforcing OSHA and Z-133 standards, and evaluating crew competency.

Safety Guidance Specialist / Project Safety Manager | Feb 2010 – Aug 2017
Supervised project safety personnel, performed contractor safety inspections, ensured OSHA and Cal OSHA compliance, and developed corrective action plans, emergency action plans, and project safety programs.

TRAINING & CERTIFICATIONS

Summary

Type	Employee
Professional Engineer (PE)	Alvie McClaran (SC, NV)
ISA Certified Aborist	Sonny Sims
Certified Emergency Manager	Randy Thompson Roger Dail
FEMA Qualified Federal Coordination Officer (FCO)	Robert Samaan
Licensed Landfill Operator	Chris Johnson (GA)
NPDES Certifications	Sonny Sims Chris Johnson Chip Patterson
MOT for Supervisors (ASHTO)	Chip Patterson Sonny Sims Chris Johnson Randy Thompson
USACE Contractor Quality Control	Chip Patterson
Quality and Safety Manager	John Ward John Sutton





> It is the extraordinary experience of our people that enables SDR to deliver rapid response, dependable operations, and peace of mind to our clients.
> *Al McClaran*
> *SDR CEO*

Al McClaran - Chief Executive Officer

IS-1	Emergency Manager: An Orientation to the Position
IS-5.a	An Introduction to Hazardous Materials
IS-7 A	Citizen's Guide to Disaster Assistance
IS-10.a	Animals in Disaster: Awareness and Preparedness
IS-15.b	Special Events Contingency Planning for Public Safety Agencies
IS-22	Are You Ready? An In-depth Guide to Citizen Preparedness
IS-26	Guide to Points of Distribution
IS-33.12	FEMA Initial Ethics Orientation
IS-35.12	FEMA Safety Orientation
IS-55	Household Hazardous Materials- Guide for Citizens
IS-100.a	Introduction to Incident Command
IS-100.Pwb	Introduction to the Incident Command System for Public Works
IS-208.a	State Disaster Management
IS-230.a	Fundamentals of Emergency Management
IS-235.b	Emergency Planning
IS-240	Leadership and Influence
IS-241.a	Decision Making and Problem Solving
IS-242.a	Effective Communication
IS-253	Coordinating Environmental and Historic Preservation Compliance
IS-271	Anticipating Hazardous Weather and Community Risk
IS-293	Mission Assignment
IS-324	Community Hurricane Preparedness
IS-340	Hazardous Materials Prevention
IS-403	Introduction to Individual Assistance
IS-630	Introduction to the Public Assistance Process
IS-632	Introduction to Debris Operations
IS-634	Introduction to FEMA's Public Assistance
IS-650.a	Building Partnerships with Tribal Governments
IS-700.a	National Incident Management System (NIMS), An Introduction
IS-800.b	National Response Framework, An Introduction
IS-801	Emergency Support Functions (ESF) #1- Transportation
IS-802	ESF #2 – Communications
IS-803	ESF #3 – Public Works and Engineering
IS-804	ESF #4 – Firefighting
IS-805	ESF #5 – Emergency Management
IS-806	ESF #6 – Mass Care, Emergency Assistance, Housing, and Human Services
IS-807	ESF #7 – Logistics Management and Resource Support Annex
IS-808	ESF #8 – Public Health and Medical Services
IS-809	ESF #9 – Search and Rescue
IS-810	ESF #10 – Oil and Hazardous Materials Response Annex
IS-811	ESF #11 – Agriculture and Natural Resources Annex
IS-812	ESF #12 – Energy
IS-813	ESF #13 – Public Safety and Security Annex
IS-814	ESF #14 – Long Term Community Recovery
IS-820	Introduction to NRF Support Annexes
EM16	Debris Management (G202 12.0 Credit Hours)

Chip Patterson - President

- Certified Emergency Manager (CEM) 2012-2017
- USACE Contractor Quality Control
- OSHA 30-hour Safety
- OSHA HAZWOPER
- ASHTO- Maintenance of Traffic for Supervisors
- ICS – 100, 200, 300, 400
- G-449 (FL) – ICS Curricula TtT
- NIMS/ICS Instructor
- Florida Professional Emergency Management (2001-2006)
- IS 700.a- National Incident Management System (NIMS), An Introduction
- IS630- Introduction to the Public Assistance Process
- IS631- Public Assistance I & II
- IS632- Debris Operations in FEMA's PA Program
- FEMA Instructor – Emergency Operations Center
- FEMA Exercise Design Control Evaluate Certified
- FEMA Integrated Emergency Management Course
- Navy Postgraduate School Center for Homeland Defense and Security Mobile Executive Training SME 2006-2021
- University of North Carolina, Gilling's School of Public Health, Emergency Preparedness Certificate, Adjunct Instructor 2006-present
- Flagler College, Public Administration Program, Adjunct Professor, (Emergency Management; Fiscal Administration; Intergovernmental Relations) 2012-2017
- North Carolina SERT Emergency Operations Chief; 1990-1993
- Florida SERT Comprehensive Emergency Management Plan (CEMP) Administrator; 1993-1995
- Florida SERT Emergency Operations Chief; 1993-1995
- Florida SERT Hurricane Katrina Incident Management Team Lead (Harrison County, MS)
- Florida SERT Hurricane Wilma Incident Management Team Lead (Lee County, FL)
- Florida County (Duval) Emergency Management Director; 1996-2006
- Florida's Emergency Manager of the Year- 2005
- Florida Governor's Hurricane Conference 2018; Lead Trainer; "Evaluating Debris Management and Monitoring RFPs"
- National Hurricane Conference; Response Planning Subcommittee; 2008-present.
- US Army Emergency Operations Center Training Development Team; 2014-2016
- US Army Emergency Operations Center Training Cadre; 2014-2019
- Emergency Management Accreditation Program (EMAP); Standards Subcommittee; 2015-2018

John Ward - Quality Assurance Director

- Florida Professional Emergency Manager (FPEM)-- Certified 2010 to current
- Federal Emergency Management Agency (FEMA)-- Advanced Professional Series (APS)
- Division of Emergency Management (DEM):
  - All-Hazards Incident Management Team (IMT) Certification
  - Planning Section Chief Certification and Instructor
  - Public Information Officer Certification
- National Wildfire Coordinating Group (NWCG)
  - All-Hazards Incident Management Team (IMT) Certification
  - Planning Section Chief Certification and Instructor
  - Public Information Officer Certification

John Ward - Quality Assurance Director - Continued

- Various Training:
  - Government Management
  - Disaster Management and Response
  - Federal Recovery and Budget Processes
  - Government Resiliency Leadership and Partnership Building
  - Multiple FEMA independent study certifications
- ICS Train-the-Trainer (Instructor)
- IS-100.c Introduction to the Incident Command System
- IS-200.c Basic Incident Command System for Initial Response
- ICS-300 Intermediate ICS for Expanding Incidents O0465
- ICS-400 Advanced Incident Command System
- IS-700.b Introduction to the National Incident Management System (NIMS)
- IS-701.a NIMS Multiagency Coordination System (MACS)
- IS-702.a NIMS Public Information Systems
- IS-800.c National Response Framework, An Introduction
- Multiple Local, State and Federal IMT deployments, managing Federally Declared disasters

Randy Thompson - Government Affairs

NC-1002.2	NCEMA Spring Conference
IS-00394.A	Protecting Your Home or Small Business from Disaster
IS-00453	Introduction to Homeland Security Planning
IS-00230.c	Fundamentals of Emergency Management
G-146	HSEEP- Homeland Security Exercise and Evaluation Program
IS-00548	Continuity of Operations (COOP) Manager
IS-00026	Guide to Points of Distribution
G-386	Mass Fatalities Incident Response
G191	ICS/EOC Interface
G-271	Hazardous Weather and Flooding Preparedness
G-400	ICS-400- Advanced Incident Command System Command and General Staff- Complex Incidents
G-300	ICS-300- Intermediate Incident Command System for Expanding Incidents
NC771	Brunswick WMD Training Exc
NC815.1	Incident Command System 200 TTT
NC714	WMD Radiological/Nuclear Awareness TTT
NC290	Basic Public Information Officers (PIO)
NC-999.3	Damage Assessment
G-288 Local	Local Volunteer and Donations Management
NC654	Capstone Seminar
G280	Public Policy in Emergency Mgmt
G244	Developing Volunteer Resources
G652	Managing the Search Operation
G241.1	Basic Skills/Decision Making & Problem
G240.1	Basic Skills/Leadership & Influence
G-385	Disaster Response and Recovery Operations
G320	Fundamental Course for Radiological Monitor
G330	Refresher Course for Radiological Monitors
NC-601	Public Officials Conference (POC)
G326	Fundamental Course for Rad Response Teams
G305.7	Overview of the Incident Command System
NC-601	Public Officials Conference (POC)
G326	Fundamental Course for Rad Response Teams
G652	Managing the Search Operation

Randy Thompson - Government Affairs - Continued

G-130	Exercise Evaluation
G120	Exercise Design Course
G242	Basic Skills/Effective Communications
G243	Basic Skills/Creative Financing
NC-999.3a	Damage Assessment
G230	Introduction to Emergency Mgmt
G-386	Mass Fatalities Incident Response
G346	Hospital Emergency Dept Mgmt of Rad Accident
G652	Managing the Search Operation
G235	Emergency Planning Course
G305.8	Hazmat Workshop for EMS Providers
G605	Family Preparedness
G651	Managing Emergency Operations
G650	New Coord/sec Workshop
G340	Radiological Monitor Instructor Course
G323	Fundamental Crs for Radiological Officer
G801	Hazmat 1st Responder ASHTO Maintenance of Traffic for Supervisors

John (Sonny) Sims - Senior Project Manager

ISA Board Certified Master Arborist

IS-- 00632.a	Introduction to Debris Operations
IS – 00633	Debris Management Plan Development
IS – 00100.PWc	Introduction to Incident Command System, ICS-100
IS – 00253.a	Overview of FEMA Environmental and Historic Preservation Review Responsibilities

Landfills and Land Application Sites 2020
HAZWOPER 40 HR
AT-TC3TS010-15-T1 - Maintenance of Traffic for Supervisors

Christopher Johnson - Project Manager

IS-000.35.20	FEMA Safety Orientation 2020
IS-00632.a	Introduction to Debris Operations
IS-00633	Debris Management Plan Development
IS-00037.20	Managerial Safety and Health

Various Training:

- Management Training Level I, II, III
- Basic Woodlands Operations
- Survival Spanish for Public Safety Officers
- Hazardous Materials Contingency Planning
- Hazardous Weather and Flooding Preparedness

William (Bill) McClellan - Project Manager

IS-01000	Public Assistance Program and Eligibility
IS-00633	Fundamentals of Emergency Management
IS-00632.a	Introduction to Debris Operations

Jon Jezowski - Controller

IS – 633	Debris Management Plan Development
IS – 00632.A	Introduction to Debris Operations

Bryce Fletcher - Director Utility Vegetation Management

- TCIA CTSP #03304-2019
- TCIA Qualified Crew Leader
- TCIA Certified Tree Safety Professional
- NATS Qualified Technical Tree Safety Supervisor
- ISA Tree Risk Assessment Qualified
- Safety Guidelines Class (by U.S. Corps of Engineers)

John Sutton - Safety Manager

- Firefighter I
- Firefighter II
- Apparatus Operator-Pumper
- Apparatus Operator-Aerial
- Nationally Registered EMT-Paramedic
- Automatic External Defibrillator (AED)
- CPR Healthcare Provider
- CPR, First Aid and AED Instructor
- Advanced Cardiac Life Support (ACLS)
- Pediatric Advanced Life Support (PALS)
- International Trauma Life Support (ITLS)
- Public Information Officer
- Fire Officer
- Fire Combat Tactics and Strategy
- NIMS IS-00100
- NIMS IS-00200
- NIMS IS-00700
- NIMS IS-00800
- Instructor I – Alabama Fire College
- Instructor II – Alabama Fire College
- EVOC Instructor
- Electrical Hazard Awareness Training (EHAT)
- Incident Command
- Hazardous Material for Medical Personnel
- HazWoper
- HazMat Technician
- Radiologic Emergency Management
- Radiologic Emergency Response
- Modular Emergency Radiological Transportation Training
- Incident Response to Terrorist Bombings
- WMD Incident Command
- Emergency Response to Railroad Incidents
- OSHA 30
- OSHA 510
- OSHA 511
- OSHA Logging Training
- GHS/Hazcom Training

EQUIPMENT RESOURCES & SCALABILITY

SDR maintains a large, deployable equipment fleet composed of both company-owned assets and pre-qualified subcontractor resources. This combined fleet supports every phase of debris operations, from emergency roadway clearance through final disposal, and allows SDR to scale quickly based on event size and operational demand.

Our subcontractor network includes more than 75 vetted firms located throughout the Southeast, each under established agreements and prepared to support debris removal operations in Fort Myers Beach. These resources are integrated into SDR's operational planning and mobilization strategy, ensuring equipment availability, operator readiness, and compliance with all contract requirements.

In the event of a major or catastrophic disaster, SDR supplements local resources with additional equipment and personnel from our broader regional network. This approach allows us to rapidly expand operations without delays, while maintaining safe production rates, consistent supervision, and full compliance with FEMA documentation and eligibility requirements.

3,100+	**Total Team Equipment Fleet** Equipment available from SDR and its partner network, spanning every phase of the debris removal cycle from emergency road clearance through final disposal.
300+	**Aerial / Bucket Trucks** All boom types: standard, forestry-package, and tracked configurations. Boom heights from 50 to 100+ feet. Largest aerial fleet in any competing team configuration
400+	**Excavators (All Sizes & Configurations)** Mini through JD300/CAT 336 class. Bucket/thumb, grapple, mulcher/flail, Rotobec, and long-reach 65-ft configurations. Available for ROW clearing, DMS operations, demolition, and waterway debris
300+	Skid Steers / Compact Track Loaders Configured with grapples, forestry mulchers, buckets, and forks. Provides high-density coverage for residential/parks operations, DMS site management, and tight-access clearance.
185+	**Grapple / Self-Loader / Knuckleboom Trucks** Primary debris collection vehicles. Capacities range from 65 to 150+ CY. Includes dedicated pup trailer combinations and waterway-capable debris barge/loader units.
160+	**Wood Debris Chippers (All Types)** Tow-behind (120+), tracked whole-tree, and drum chippers. In-field and DMS-site reduction capability for vegetative debris. Eliminates haul distance for reducible material.
60+	**Industrial Grinders** Tub grinders and large horizontal grinders, including CBI 1,000+ HP high-throughput units. Continuous processing for stumps, large timber, and mixed vegetative/C&D debris.
265+	**Walking Floor / HYD RAM Haul Trailers** Walking floor / HYD RAM trailers (140+) combined with 100+ dump trucks of varying class. Sustains truck-to-loader ratios required for uninterrupted debris flow between collection routes, TDSR sites, and final disposal facilities.
120+	**Dozers (D5-Class and Above)** D6, D7, and D8T class CAT dozers plus JD 850K/700K crawlers. DMS site management, pile shaping, roadway clearance, and access route maintenance.
230+	**Marine Assets (Barges, Vessels, Flexifloats)** 55+ named barges (spud/deck/hopper/crane), 107+ Flexifloat modular sections, 27+ vessels (tugs, workboats, pushboats). Full waterway debris removal capability from headwaters to navigable channels.

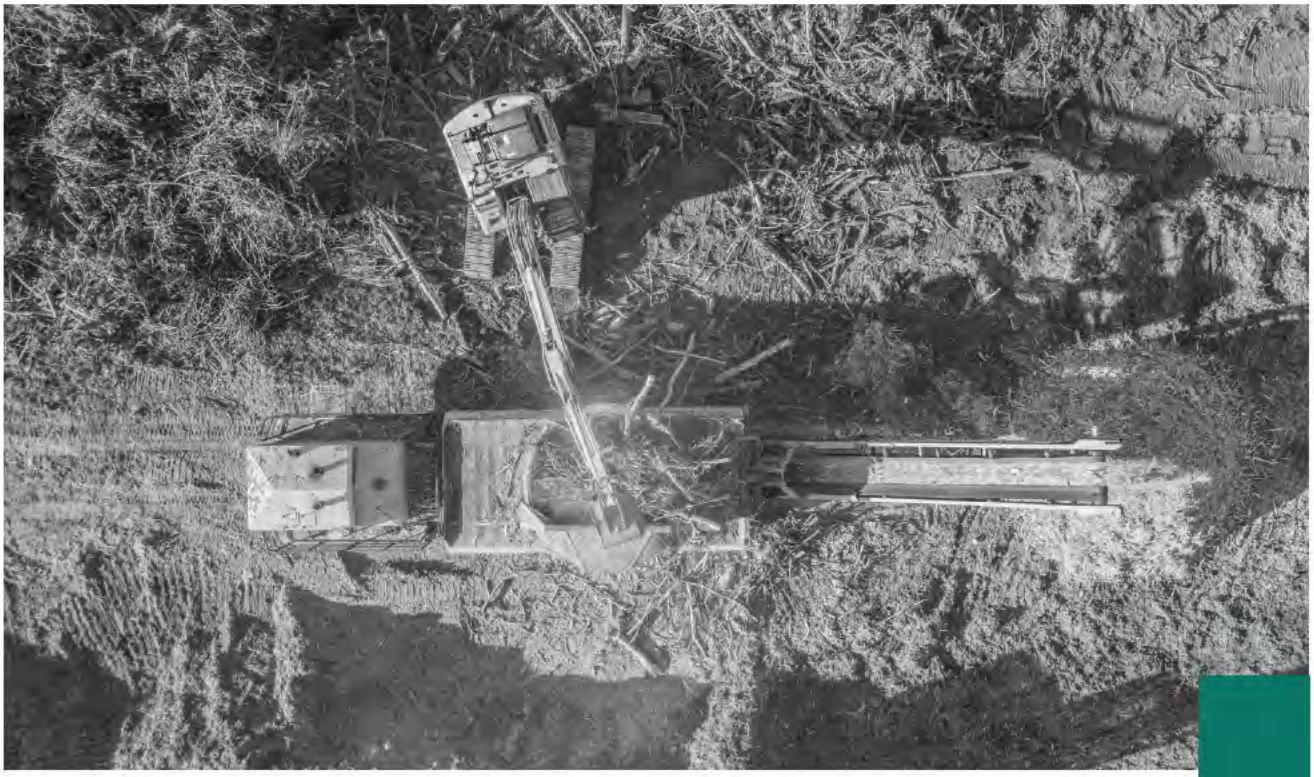
PRIMARY SUBCONTRACTORS

SDR's subcontractor network is not assembled after a disaster is declared. The three firms profiled below hold current SDR sub packets, attend SDR's annual contractor summit, and have executed operations alongside SDR on prior activations. They are the same organizations deployed during Hurricane Helene. Their packets, equipment lists, and certificates of insurance are on file and updated annually.

Pride Contracting, Inc.: Pride Contracting is a Women-Owned Small Business and DBE-certified general contractor headquartered in North Carolina. The firm's founders entered the disaster debris management field in 1996 following Hurricane Fran, and Pride's team members have 24+ years of hands-on disaster recovery experience across more than 200 contracts with USACE, federal, state, and local government agencies. Since Pride's formal inception in 2013, the firm has completed 51 disaster recovery projects spanning floods, tornadoes, ice storms, straight-line winds, and hurricanes. Pride has deployed alongside SDR for the Iowa Derecho, Winter Storm Uri in Kentucky and Georgia, Hurricane Plaquemines Parish operations, and Hurricane Helene activations across multiple states. For Fort Myers Beach, Pride brings direct relevance beyond ROW hauling and reduction. Pride's owned equipment inventory includes two 35'x12' debris barges with AM230 log loaders and twin Yamaha 150 outboards, a 22' aluminum work boat, multiple Ponsse all-terrain forwarders, and a fleet of Peterbilt 567 grapple trucks paired with 86-CY pup trailers — equipment configurations purpose-built for island debris operations and waterway clearance. Pride is a Women-Owned, DBE-certified firm, providing SDR the ability to document small business participation on this contract.

Good Hope Recovery, LLC: Good Hope Recovery's principals have provided utility and storm services since Hurricane Katrina in 2005, and the firm has 20 years of continuous experience in disaster debris management. Good Hope is licensed in both Mississippi and Louisiana and holds active contractor registrations in both states. The firm specializes in utility right-of-way debris removal, waterway and marine debris operations, and FEMA PA-compliant documentation, and has worked with SDR on multiple activations, including Winter Storm Uri in Kentucky and Hurricane Helene operations. Good Hope's relevance to Fort Myers Beach is direct and documented. In 2023, Good Hope performed waterway debris removal on Estero Island — the same barrier island where Fort Myers Beach is located. That project required boat-based extraction in a coastal waterway environment with the same operational constraints SDR will face on a Town activation. Good Hope's marine equipment fleet includes two 195'x35' deck barges, a 110'x35' shallow-draft deck barge with hydraulic ramps, the M/V "Miss D" 600-horsepower twin-screw tugboat/ferry, 12 bucket trucks, including a 105-foot unit, Tigercat track loaders, and a full complement of high-capacity grinders and chippers. No other subcontractor in SDR's network brings both the Estero Island operational history and the depth of marine assets that Good Hope provides for this contract.

LCS Restoration Services, LLC: LCS brings 30 years of combined contract services experience and 20 years of dedicated FEMA emergency response and disaster relief. Based in Mobile, Alabama, LCS provides in-house project management teams, field crews, and a wide subcontractor network that has performed alongside SDR since 2012. LCS has served as SDR's project management resource on numerous major activations, including the 2014 Aiken County Ice Storm, where LCS deployed and supervised 200 crews county-wide and recovered over 1.5 million cubic yards — the same scale of operation SDR would build toward on a major Fort Myers Beach activation. LCS's Florida track record is extensive. The firm supervised debris site operations during Hurricane Irma across Clay, Nassau, Deltona, and Putnam Counties, recovering 1.1 million cubic yards combined. LCS project managers led operations for SDR during Hurricane Michael in Bay County/Panama City Beach, where over 1 million cubic yards were recovered. LCS has also executed waterway debris removal in Bradford County, Florida, clearing 19 miles of creek and extracting over 100,000 cubic yards. LCS's service menu directly mirrors what this RFP requires: ROW debris removal, hazardous tree and hanging limb operations, TDMS management, waterway clearance, C&D debris handling, HHW management, and demolition of storm-damaged structures. LCS is registered in SAM.gov and maintains current insurance documentation on file with SDR.



SECTION 3: Company Capabilities

UNDERSTANDING & WORK PLAN

UNDERSTANDING

Fort Myers Beach's barrier island geography makes it among the most operationally demanding debris environments in Florida. A single primary corridor along Estero Boulevard, water on both sides, and mandatory pre-storm evacuation mean that when a hurricane or tropical storm makes landfall in this region, road clearance is not just an operational priority; it is the condition that determines when residents can return, when recovery can begin, and when FEMA-eligible work can be documented. SDR understands this environment. We have operated in Lee County, worked within the Town's post-Ian recovery landscape, and are prepared to execute the full scope of services required under Solicitation No. 26-11-ES from the first hour of mobilization through final project closeout.

SCOPE OF SERVICES

SDR's proposed approach addresses every service category outlined in this solicitation:

- Emergency Road Clearance to reopen priority routes along Estero Boulevard and all secondary corridors for first responders and essential services within the first 72 hours of mobilization
- **Right-of-Way (ROW) Debris Removal** to eliminate hazards and restore full mobility across all public streets, roads, and rights-of-way within the Town's jurisdictional boundaries
- **Debris Management Site (DMS) Operations** for staging, segregation, reduction (grinding, chipping, or burning as directed by the Town), and final disposal at Lee County-designated sites under the Town's interlocal agreement, in compliance with all applicable environmental and permitting requirements
- **Hazardous Tree, Hanging Limb, and Stump Removal** to mitigate health and safety risks in accordance with FEMA guidance DAP9523.11 and the eligibility criteria specified in Sections 10.10, 10.15, and 10.16 of the RFP
- **Sand Screening and Return** to designated staging areas at Town-directed DMS locations
- Household Hazardous Waste and White Goods Handling with proper segregation, documentation, and disposal in compliance with applicable federal, state, and local environmental requirements
- **Waterway and Marine Debris Removal** using SDR's boat-capable subcontractor assets, including barge and work boat resources maintained by Pride Contracting and Good Hope Recovery
- **Final Disposal Operations** at Lee County-approved landfills and the Lee/Hendry Landfill in Felda, with tipping fees passed through to the Town at cost without markup per Section 9.8.9

COMPLIANCE COMMITMENT

SDR executes all operations in accordance with the Stafford Act (42 U.S.C. § 5121 et seq.), 44 CFR § 206.224 (Debris Removal Eligibility), 2 CFR §§ 200.317–200.327 (Procurement Standards), FEMA's Public Assistance Program and Policy Guide (PAPPG), FEMA 325 Debris Management Guide, FEMA 327 Debris Monitoring Guide, and all applicable Florida state environmental, safety, and labor standards. SDR understands that debris work not meeting these standards is ineligible for reimbursement and that ineligible costs become the contractor's responsibility. **SDR has never experienced a FEMA de-obligation.** Every load we move is documented, certified, and maintained in audit-ready format through final project closeout.

STRATEGIC PHILOSOPHY: PREPARED, PRECISE, AND PROVEN

PREPARED.

SDR brings proven FEMA expertise to the Town of Fort Myers Beach. Our team includes FEMA Public Assistance specialists, engineers, and project managers who are trained in the latest federal guidance on debris collection, removal, reduction, and disposal. We comply with the **Stafford Act (42 U.S.C. § 5121 et seq.), 44 CFR Parts 13 and 206**, and all applicable FEMA policies. Our operations ensure reimbursement eligibility by verifying that all work is eligible, adequately documented, and performed in accordance with federal standards. SDR also maintains compliance with the **National Environmental Policy Act (NEPA)**, the **Endangered Species Act (ESA)**, the **National Historic Preservation Act**, the **Clean Air Act**, and the **Clean Water Act.**

PRECISE.

SDR understands that debris removal must be performed the **right way, in the right place, at the right time**. Fort Myers Beach's coastal barrier island environment — bounded by Estero Bay and the Gulf of Mexico, with sensitive mangrove systems, marine habitats, and beach and dune resources immediately adjacent to public rights-of-way — requires careful debris management to prevent ecological harm and protect resources that are both environmentally significant and economically essential to the Town's recovery. Our teams coordinate closely with the Town of Fort Myers Beach Emergency Management, Public Works, and the Florida Department of Environmental Protection to preserve coastal environmental quality, protect public health, and minimize legal or reputational risks while executing debris operations. Every DMS site SDR establishes, undergoes pre-use environmental documentation, and every disposal method — grinding, chipping, or burning — is selected and permitted in coordination with FDEP and Lee County requirements before operations begin.

PROVEN.

SDR has a track record of delivering on every commitment. With $20 million in owned equipment, a pre-qualified network of 75+ subcontractors, and the financial strength to manage multiple concurrent activations, SDR ensures the Town of Fort Myers Beach receives uninterrupted service, even during regional or statewide events. Our past performance demonstrates that SDR mobilizes rapidly, executes operations as planned, and remains fully engaged until recovery is complete.



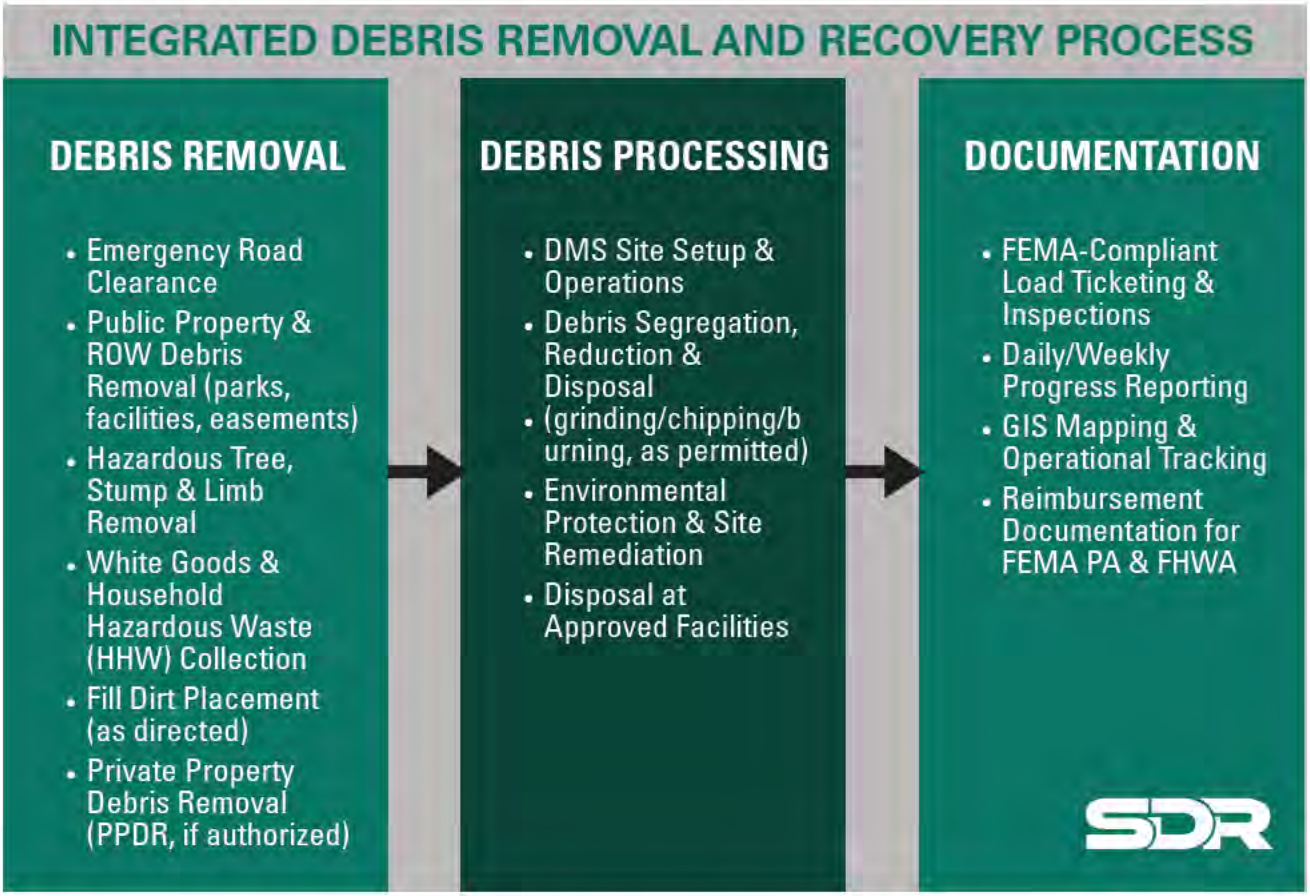
APPROACH OVERVIEW

The Town of Fort Myers Beach's barrier island geography, single primary access corridor, and direct Gulf Coast exposure make it highly vulnerable to hurricanes and tropical storms that can generate debris volumes exceeding 100,000 cubic yards within a single event cycle. Following such events, the Town must rapidly restore access along Estero Boulevard and all secondary corridors, eliminate immediate threats to public health and safety, and conduct debris operations in strict compliance with FEMA Public Assistance and FHWA Emergency Relief requirements to protect reimbursement eligibility.

SDR provides a proven, scalable debris management capability built on more than 210 contracts and experience across hurricanes, floods, wildfires, and tornadoes. Our approach is defined by:

- **Rapid Mobilization:** Deployment of personnel and equipment within 24 hours of Notice to Proceed, scaling operations to 50,000 CY per day by Day 6 as directed by the Town.
- **Full-Spectrum Services:** Emergency road clearance, ROW debris removal, hazardous tree and stump extraction, HHW management, demolition support, and Temporary Debris Staging and Reduction (TDSR/DMS) site operations.
- **Regulatory Precision:** FEMA and FHWA requirements are embedded into every phase to ensure compliance and reimbursement eligibility.
- **Local Integration:** Direct coordination with Town Emergency Management, Public Works, law enforcement, and Tetra Tech monitoring staff to ensure seamless operations.

Dedicated SDR project management teams establish clear chains of communication and implement site-specific work plans that prioritize safety, environmental stewardship, and federal compliance. Our operational model scales from localized storm impacts to full catastrophic activations, ensuring the Town of Fort Myers Beach receives disciplined execution, transparent documentation, and surge-ready support — even during regional multi-client activations..



DETAILED OPERATIONS PLAN

SDR's operational objective is to restore the Town of Fort Myers Beach's roadway access, eliminate immediate threats to public health and safety, and process all eligible debris in full compliance with FEMA Public Assistance Program requirements, FHWA Emergency Relief standards, and applicable FDEP environmental regulations. Our methods are designed to meet or exceed the Town's production expectations under any contract activation scenario.

METHODOLOGY FOR MEETING PRODUCTION RATES

1. Pre-Event Readiness

- Maintain dedicated standby resources across Florida and the Gulf Coast, enabling mobilization within 24 hours of Notice to Proceed
- When authorized, pre-stage equipment, fuel, and personnel at designated locations or Lee County-approved DMS sites ahead of forecasted events
- Confirm site readiness, traffic control measures, and communications with Town Emergency Management, Public Works, and Tetra Tech prior to activation

2. Emergency Road Clearance – First Operational Period

- Deploy push crews (loaders, skid steers, haul trucks) to reopen priority transportation corridors along Estero Boulevard and secondary routes as identified by Town Emergency Management and Public Works
- Coordinate with Lee County Sheriff and Town law enforcement for traffic control and access to restricted areas
- Clear routes to critical facilities, including Town Hall, the off-island EOC at Lee County Emergency Management, fire stations, and water/wastewater infrastructure

3. Right-of-Way (ROW) Debris Removal

- Operate multiple concurrent collection zones across the Town's approximately 30 miles of public roadway with haul routes to Lee County-designated DMS sites or approved final disposal facilities
- Use mechanical loading to maximize efficiency and ensure segregation of vegetative, C&D, white goods, HHW, and other debris streams
- Track daily production to confirm alignment with the Town's required cubic yard-per-day targets

4. Debris Management Site Operations

- Manage all site functions: inbound load ticket verification, debris segregation, reduction (grinding, chipping, or burning as permitted by the Town), and loadout for final disposal
- Ensure all site operations comply with FDEP regulations, Lee County interlocal agreement requirements, and applicable permitting conditions

5. Hazardous Tree, Limb, and Stump Removal

- Conduct FEMA-eligible hazard tree assessments in coordination with Tetra Tech prior to any removal
- Remove, haul, and dispose of hazard trees, hanging limbs, and stumps in accordance with RFP Sections 10.10, 10.15, and 10.16 and FEMA guidance DAP9523.11

6. Final Disposal & Closeout

- Transport reduced debris to Lee County-approved landfills and the Lee/Hendry Landfill in Felda, with tipping fees passed through to the Town at cost without markup
- Complete DMS site remediation and provide comprehensive documentation packages to support FEMA PA and FHWA closeout, ensuring full reimbursement eligibility

PRE-EVENT PLANNING & READINESS

Coordination & Planning

- Maintain open communication with the Town of Fort Myers Beach Emergency Management, Public Works, and law enforcement.
- Participate in Town-led planning meetings, hazard mitigation exercises, and readiness workshops.
- Coordinate with regional subcontractor partners to ensure surge capacity and operational scalability.

Staging & DMS/TDSR Preparedness

- Identify potential Debris Management Site (DMS) locations in advance, assessing access, environmental considerations, and permitting requirements.
- Prepare site layout plans including ingress/egress routes, traffic control, stormwater management, and environmental safeguards.

Resource Readiness

- Maintain a fleet of SDR-owned equipment valued at over $20 million, ready for deployment when a Notice to Proceed is issued.
- Retain a network of 75+ vetted subcontractor partners to provide hauling, grinding, and specialty recovery assets as needed, with priority given to Florida-based resources for rapid mobilization.
- Backed by $250 million bonding capacity and a $500 million credit line, SDR ensures uninterrupted financial capability to support large-scale, sustained recovery operations.

Training & Compliance Alignment

- Provide debris operations training to the Town of Fort Myers Beach staff and stakeholders, if requested, to support coordinated execution.
- Embed FEMA Public Assistance Program and Policy Guide (PAPPG, 2023) and FHWA Emergency Relief compliance standards into all operational and training materials.



MOBILIZATION PLAN

SDR's mobilization procedures are designed to meet the Town of Fort Myers Beach's contractual requirements and ensure a rapid, organized start to debris operations. Per the solicitation, SDR will initiate debris removal and disposal operations within 24 hours of Notice to Proceed, with full operational capability across all required service areas achieved within 48 hours of NTP.

When advance notice is provided, SDR will coordinate with the Town to prepare and, if authorized, pre-stage equipment, materials, and crews at Lee County-approved Debris Management Sites or other designated staging areas. Pre-event preparation accelerates deployment, secures site readiness, and positions assets for immediate operations once work is authorized.

Upon NTP, SDR's Florida Operations Manager Joshua Patterson will embed in the Town of Fort Myers Beach Emergency Operations Center as the primary liaison with local leadership. This ensures immediate integration into the Town's incident management structure, alignment on operational priorities, and coordination with Tetra Tech's monitoring staff from the first day of operations.

PHASED ROLLOUT

- **Standby & Pre-Staging (if authorized):** Position equipment, personnel, and materials at approved staging areas; confirm Lee County DMS site readiness; coordinate with Town Emergency Management, Public Works, and Tetra Tech prior to activation
- **Initial Activation (0-24 hours post-NTP):** Begin emergency roadway clearance and hazard mitigation along Estero Boulevard and priority secondary corridors identified by the Town, including access to Town Hall, the off-island EOC, fire stations, and critical utilities
- **Sustained Operations:** Expand debris removal across all assigned zones, manage Lee County DMS site activities, perform hazardous tree and stump removal, and transport debris to permitted final disposal facilities in compliance with FDEP regulations
- **Documentation & Closeout:** Maintain FEMA-compliant documentation from the first load, reconcile load tickets with Tetra Tech daily, submit daily and weekly progress reports, and support Town staff through final closeout to safeguard full reimbursement eligibility

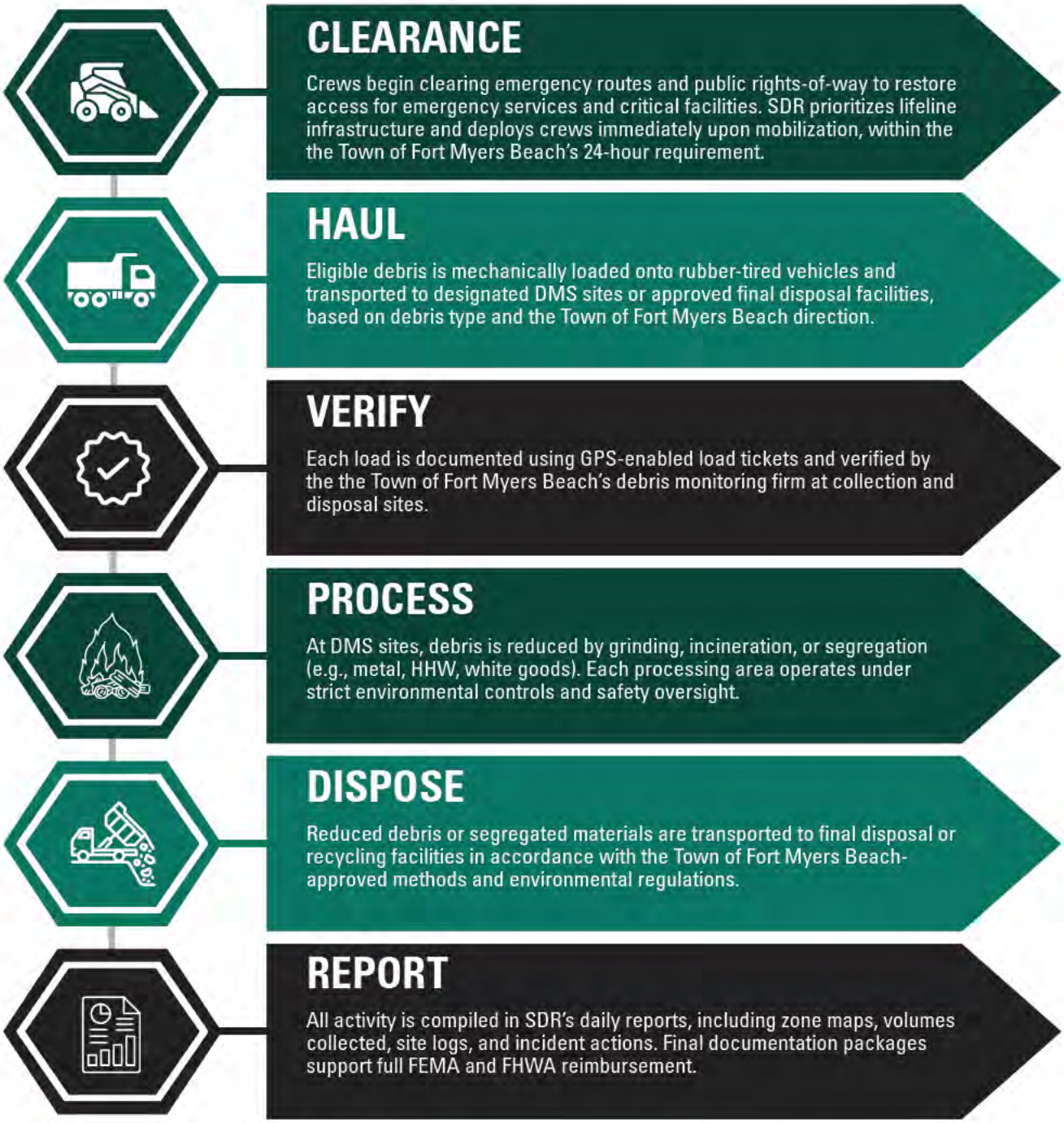
Throughout mobilization, SDR maintains real-time communication between the EOC, field supervisors, and headquarters while activating pre-qualified subcontractor resources — including Gulf Coast and Florida-based partners — to provide surge capacity and ensure production goals are achieved without compromising safety or compliance.



OPERATIONAL EXECUTION

Operations begin with emergency road clearance to restore access to **critical facilities, hospitals, and priority routes** identified by the Town of Fort Myers Beach. SDR documents all actions in real time using **GPS-enabled tracking** and **ADMS-compatible systems** to ensure transparency and audit readiness.

Once access is restored, SDR conducts sector sweeps, hauling debris to designated DMS sites. Load tickets are verified by monitors and processed digitally to maintain **FEMA compliance**. **Daily Incident Action Plans** (IAPs) define crew assignments, safety briefings, and documentation workflows, ensuring **safe, efficient, and fully reimbursable** operations for the Town of Fort Myers Beach.

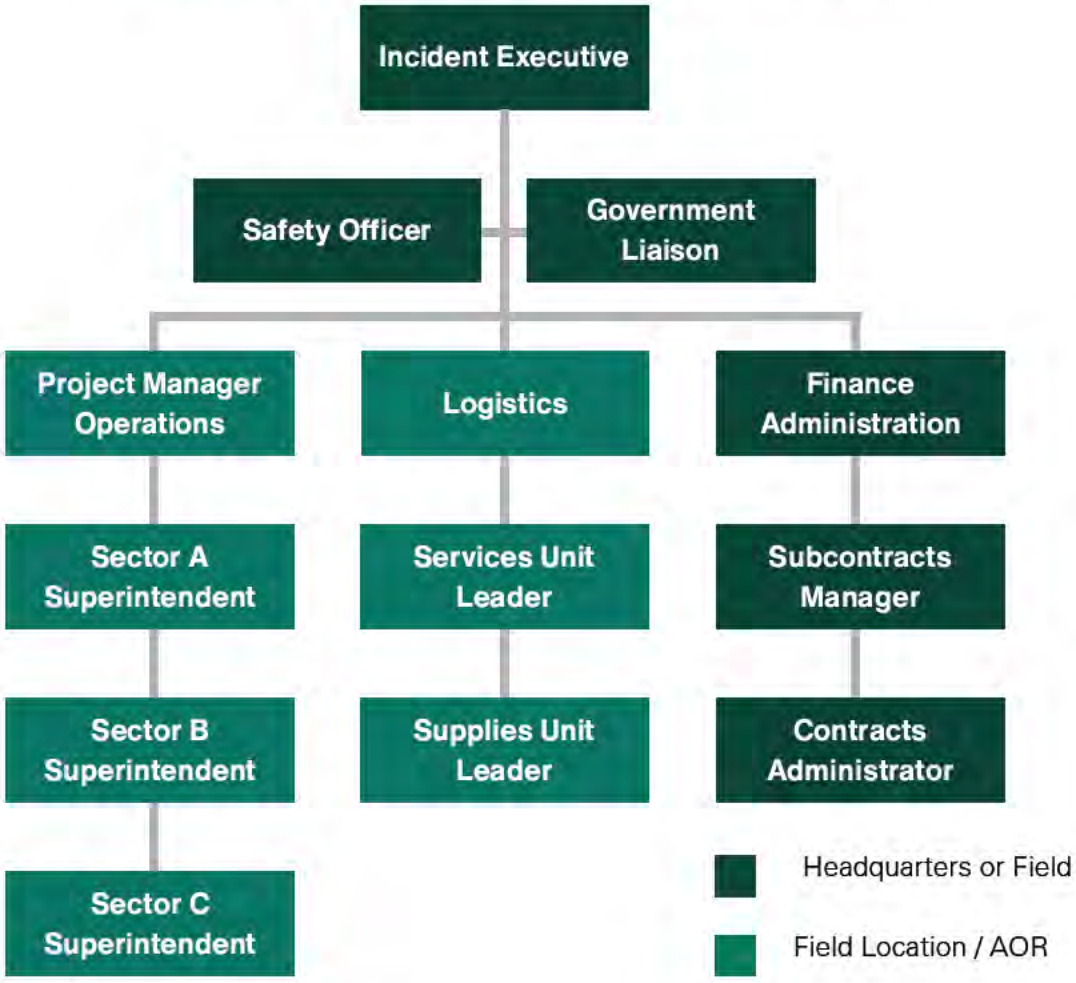


Field Management & Communications

Each project is led by an SDR **Project Manager**, who reports directly to the Town of Fort Myers Beach officials. Site supervisors oversee field teams under a scalable command structure with a defined span of control consistent with ICS/NIMS principles. Field operations are supported by:

- **Mobile Command Units** with satellite uplinks
- **Daily reporting dashboards** (zone progress, safety, documentation)
- **Encrypted radio systems** with cellular fallback

SDR DEBRIS OPERATIONS COMMAND STRUCTURE



Integration with the Town of Fort Myers Beach

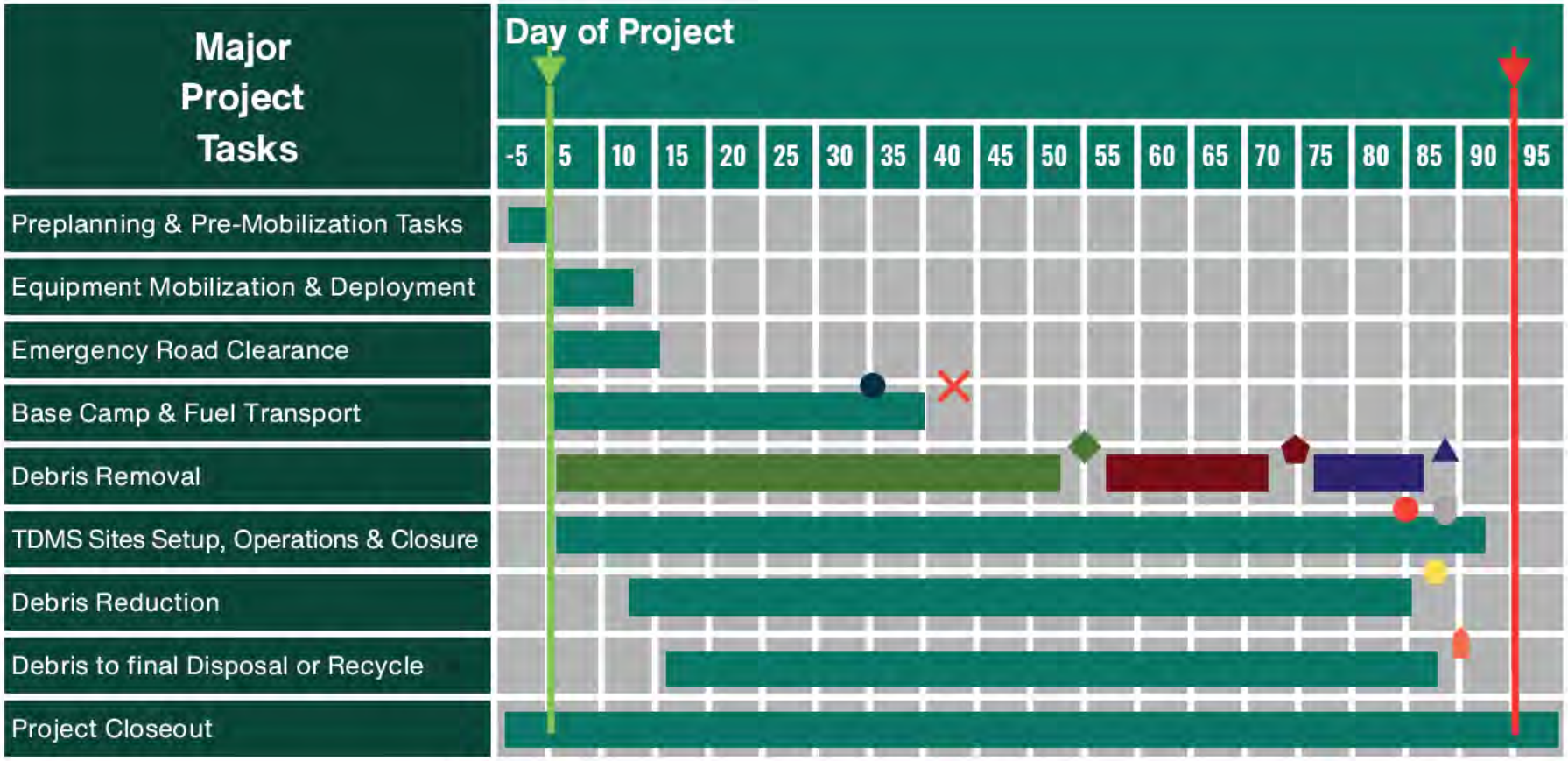
Coordination with the Town is continuous throughout the project lifecycle. SDR will:

- Attend daily coordination briefings
- Provide daily status updates and volume reports
- Share **GIS-based mapping** of completed zones
- Support public communication strategies with schedule updates and FAQs

SDR also maintains a roster of vetted subcontractors, with **priority given to Florida-based firms.** These partners provide rapid mobilization, surge staffing, and local economic impact while ensuring full integration into SDR's operational framework.

DISASTER DEBRIS REMOVAL MISSION GENERAL PROCESS MAP

This General Process Map (Gantt Chart) illustrates major aspects of the Scope of Work, their scheduling, and timing relationship. The significance of the disaster and the interests of the Town of Fort Myers Beach will dictate the actual length of the disaster debris removal mission.



First Pass Work

Second Pass Work

Third Pass Work

Day 0	Notice to Proceed	Day 70	2nd Pass Complete	Day 82	TDMS Clear of Debris
Day 30	Fuel Available Locally	Day 80	3rd Pass Complete	Day 83	TDMS Final Inspection
Day 35	Base Camp Closes	Day 82	TDMS Closure for Receiving	Day 92	Project Completion
Day 50	First Pass Complete	Day 82	Debris Reduction Complete	Day 104	Closeout Complete

DOCUMENTATION, TRACKING & AUDIT READINESS

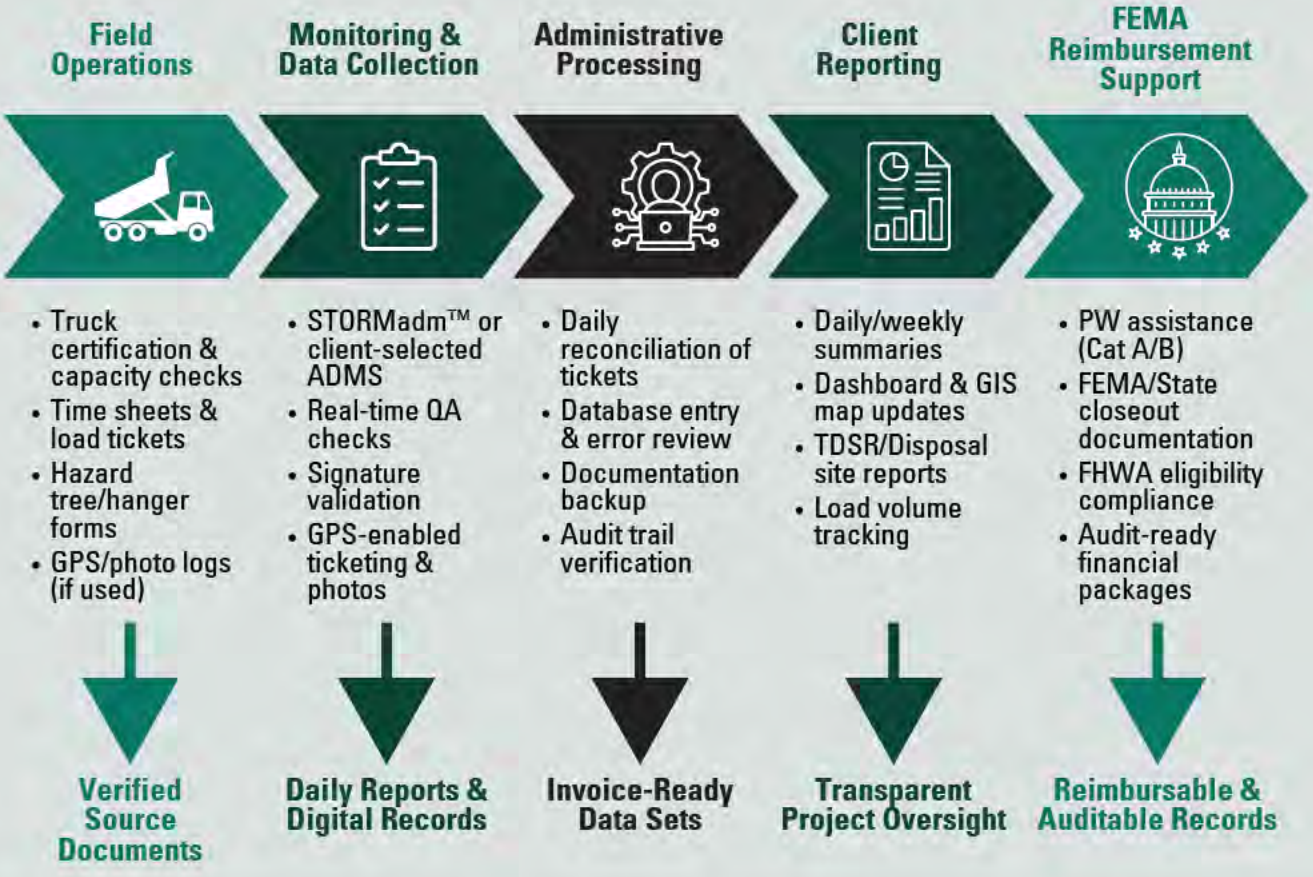
SDR maintains a comprehensive documentation and reporting system that meets the rigorous requirements of **FEMA Public Assistance (PA), FHWA Emergency Relief (ER), and federal/state auditing entities.** Every debris load, site activity, and operational decision is recorded, verified, and archived to ensure the Town receives full, timely reimbursement without risk of de-obligation. **SDR has never experienced a FEMA de-obligation on any of its contracts.**

Our process includes:

- **Field-Level Documentation:** GPS-enabled load tickets, truck certifications, time sheets, and hazard tree/hanger forms.
- **Digital Monitoring Integration:** Compatibility with industry-standard systems such as **STORMadm™** and client-selected **ADMS systems**, including GPS and photo validation.
- **Daily & Weekly Reporting:** Zone maps, dashboard updates, progress summaries, and reconciled load counts.
- **Invoice-Ready Data Sets:** Reconciled tickets, database entries, and audit-ready financial packages.
- **Reimbursement Support:** FEMA PA specialists ensure compliance with the **Stafford Act, 44 CFR, and PAPPG (2023)** guidance.

This integrated workflow ensures **complete transparency**, accurate production tracking, and fully auditable records to support federal reimbursement. SDR's clients consistently confirm that our documentation protects eligibility and reduces administrative burden during project closeout.

SDR'S DOCUMENTATION & REPORTING WORKFLOW



COORDINATION WITH FEDERAL, STATE, AND LOCAL AGENCIES

SDR brings extensive expertise in coordinating disaster recovery operations with federal, state, and local agencies. Our team has executed more than 210 debris removal contracts, the majority under the FEMA Public Assistance Program, and managed over 100 million cubic yards of debris in compliance with FEMA, FHWA Emergency Relief, and applicable state program requirements. SDR has never received a FEMA de-obligation across that entire project record.

SDR's operations align with Florida Division of Emergency Management (FDEM) guidance and procedures, recognizing FDEM's role in coordinating state-level disaster declarations, administering FEMA Public Assistance grants in Florida, and serving as the State Applicant Agent for federal reimbursement. SDR has operated under FDEM-administered activations across multiple Florida counties and understands the state-specific documentation requirements, FDEP coordination protocols, and reimbursement workflows that govern Florida debris operations from initial declaration through final closeout.

Our leadership team includes former FEMA executives, engineers, project managers, and compliance specialists trained in the latest FEMA PA guidance on debris collection, removal, reduction, and disposal. We understand the statutes, regulations, and policies that govern eligibility determinations, cost reasonableness, and documentation standards — and we apply that understanding in the field, not just in the office, ensuring debris operations are executed correctly and avoiding costly delays, disallowances, or de-obligations.

Our compliance framework aligns with:

- Stafford Act (42 U.S.C. § 5121 et seq.)
- 44 CFR Parts 13 and 206, including § 206.224 (Debris Removal Eligibility)
- FEMA Public Assistance Program and Policy Guide (PAPPG)
- FEMA 325 Debris Management Guide and FEMA 327 Debris Monitoring Guide
- FHWA Emergency Relief Program Guidelines
- Florida Statutes § 403.7071 and applicable FDEP Emergency Final Orders
- NEPA, ESA, NHPA, Clean Air Act, and Clean Water Act

OUR FEMA LEADERSHIP ADVANTAGE

SDR's compliance program is led by **Robert Samaan,** our Senior Director of State and Federal Programs and a FEMA Qualification System–certified Federal Coordinating Officer (FCO). As former **Regional Administrator** for **FEMA Region IV,** he directed recovery for over 200 federally declared disasters across the Southeast. Mr. Samaan works directly with our project managers, the Town, and FEMA field staff to ensure:

- Strict adherence to FEMA, FHWA, and NRCS program requirements
- Early resolution of eligibility or compliance questions
- Complete, accurate documentation for maximum eligible reimbursement

This proven ability to work seamlessly with all levels of government enables SDR to integrate quickly into the County's disaster response framework and deliver compliant, federally reimbursable results.



Every piece of debris we remove is tracked, verified, and documented in real time, because speed restores communities, but compliance protects reimbursement.

Integrated Documentation Systems

When a monitoring firm is engaged, SDR integrates seamlessly with their **Automated Debris Management System (ADMS).** Our team has extensive experience with **STORMadms™** and other industry-standard platforms, enabling FEMA-compliant **data collection, load ticketing, verification, and invoicing**. SDR has operated under multiple client-designated accounting and tracking systems across 210+ contracts and adapts to whichever platform the Town and Tetra Tech designate — without requiring transition time, parallel systems, or any adjustment period that could delay documentation accuracy from Day 1. These systems interface directly with SDR's internal accounting and project management tools to **ensure accuracy, audit readiness, and efficient reporting.**

Reconciliation and Reporting

All documentation is **centrally managed, reviewed, and reconciled** by SDR's project management and accounting teams. SDR provides:

- **Daily Situation Reports (SitReps)**
- **Weekly reconciled load databases**
- **Final FEMA submittals**, including invoice packages, project ledgers, and closeout documentation

SDR's **Federal Grants & Reimbursement Team** works directly with the Town of Fort Myers Beach staff to prepare documentation for **Category A (Debris Removal)** and **Category B (Emergency Protective Measures)**. Services include **Project Worksheet (PW) development, payment requests, closeout support, and appeals assistance.**

Result: SDR's integrated documentation system ensures the Town of Fort Myers Beach's operations remain **FEMA- and FHWA-compliant, audit-ready, and eligible for maximum reimbursement,** all while reducing administrative burden for local staff.



INTEGRATED TECHNOLOGY & REAL-TIME PROJECT INTELLIGENCE

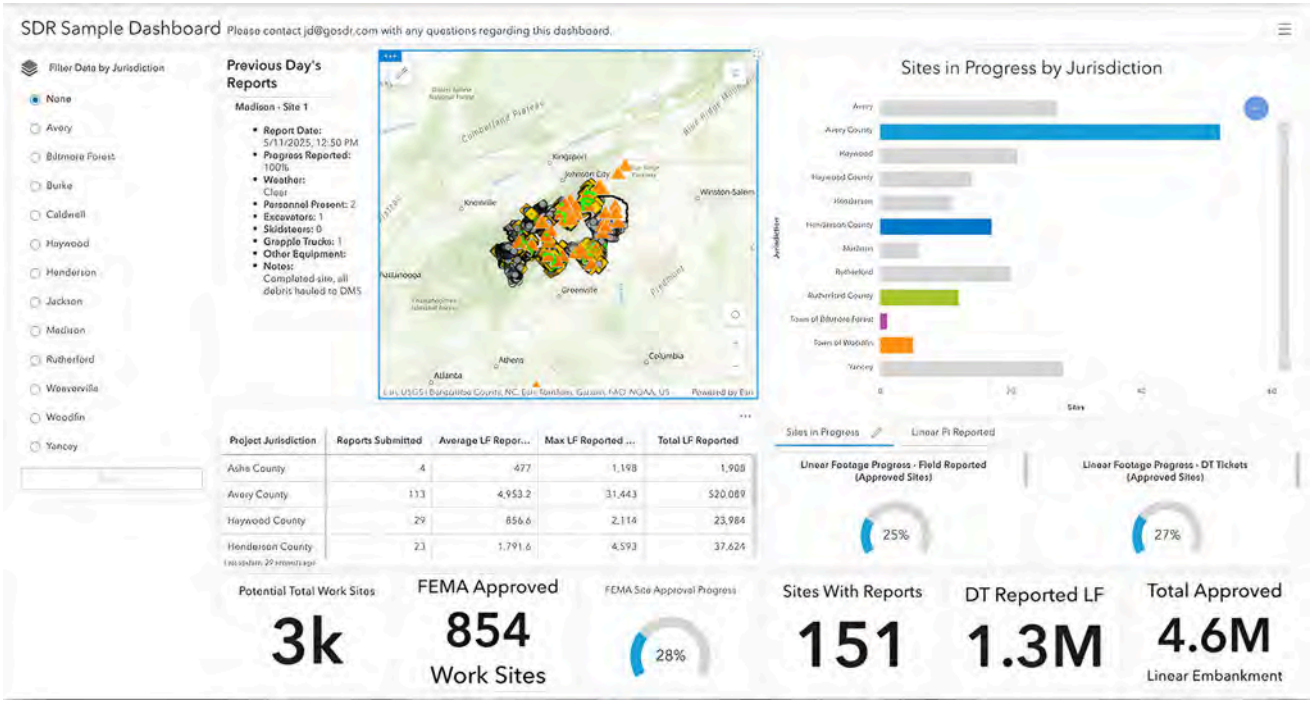
SDR integrates advanced geospatial technology into every phase of debris operations to deliver real-time visibility, documentation integrity, and transparent stakeholder communication. Our technology framework strengthens decision-making, accelerates reporting, and protects FEMA reimbursement eligibility.

INTERACTIVE GIS DASHBOARDS & STAKEHOLDER VISIBILITY

SDR develops secure, web-based GIS dashboards that centralize all project data in one dynamic interface. These dashboards display:

- Live zone progress tracking
- Key performance indicators (KPIs)
- Load volume summaries
- Debris type segregation data
- GIS-mapped collection routes and completed areas

Authorized stakeholders can access current information at any time, review mapped progress by sector, and generate exportable reports for internal leadership or public communication.
By delivering structured, visualized data through dashboards, SDR enhances oversight, improves coordination, and ensures leadership maintains continuous operational awareness.



ADVANCED FIELD DATA COLLECTION: SURVEY123 & FIELD MAPS

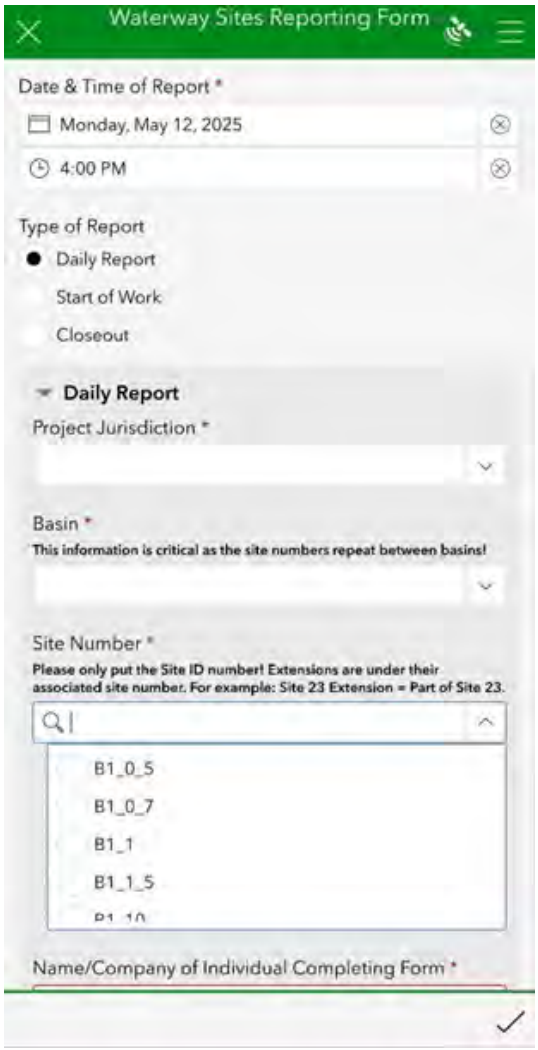
SDR equips field teams with Esri Survey123 and Field Maps to capture standardized, GPS-verified data directly from the project site.

Using mobile devices, our crews:

- Record points, lines, and polygons with precise geolocation
- Upload photo documentation tied to each record
- Complete customized digital forms aligned with FEMA requirements
- Edit map layers in real time

We design each form specifically for the project scope to ensure the required eligibility documentation is captured systematically and consistently.

Field data syncs directly to the project dashboard, providing near real-time updates and a defensible, verifiable record of site conditions and daily activities.



HIGH-RESOLUTION DRONE IMAGERY & SITE ANALYTICS

SDR deploys Unmanned Aerial Vehicles (UAVs) to capture high-resolution aerial imagery for:

- Initial damage assessment
- Debris volume estimation
- DMS/TDSR site monitoring
- Progress verification
- Change-over-time documentation

We process imagery into orthomosaic maps and site models that support operational planning, validate production, and enhance reporting accuracy.

Drone derived data integrates directly into SDR's GIS platform and dashboards, providing stakeholders with a clear, comprehensive visual understanding of field conditions and recovery progress.



TECHNOLOGY THAT DRIVES ACCOUNTABILITY

By integrating dashboards, mobile field tools, GPS tracking, and drone analytics, SDR creates a unified digital environment that supports:

- Proactive project management
- Transparent stakeholder communication
- Accurate production tracking
- Audit-ready documentation
- FEMA and FHWA reimbursement protection

Our technology platform ensures every load, location, and operational decision is documented, visualized, and defensible.

THE TOWN OF FORT MYERS BEACH DISASTER DEBRIS RESPONSE: *APPROACH AT A GLANCE*

Activity	Equipment Deployed	Key Crews	Compliance Controls
ROW Debris Removal	Grapple trucks, self-loaders, bucket trucks, skid steers, chainsaws	Foreman, CDL operators, FEMA-qualified spotters	Daily ticket reconciliation, curbside separation logs, FEMA PAPPG (2023) adherence
DMS/TDSR Establishment & Management	Dozers, loaders, grinders, air curtain burners, scale houses	Site managers, scale operators, environmental inspectors	FDEP permits, daily environmental logs, site restoration plan
Load Ticketing & Monitoring	ADMS tablets/scanners, weigh scales	Load inspectors, data managers	Real-time QA/QC checks, GIS mapping, coordination with monitoring contractor
Household Hazardous Waste (HHW)	Lined containers, HAZMAT trailers	HAZWOPER-certified crews	EPA, OSHA, and FDEP standards; disposal manifests
White Goods	Flatbed trucks, refrigerant recovery equipment	Certified appliance technicians	Refrigerant recovery logs, recycling manifests
Waterway Debris (if applicable)	Barges, cranes, workboats	Marine recovery crews	USCG coordination, vessel recovery logs
Private Property Debris Removal (PPDR, if directed)	Skid steers, small haul trucks	PPDR crews, ROE coordinators	Signed ROEs, GPS/photo documentation, FEMA authorization
Demolition Debris	Excavators, haul trucks	Demolition teams, safety officers	OSHA demolition standards, FDEP asbestos/abatement compliance

SCALABLE OPERATIONS FOR ALL EVENT TYPES

SDR's operational framework adapts to the size and scope of any debris event in the Town of Fort Myers Beach, from localized incidents to countywide disaster recovery. Our **owned resources, pre-vetted subcontractor network, and proven management systems** enable us to scale operations rapidly while maintaining compliance with **FEMA, FHWA, and FDEP** regulations. The following examples illustrate how operations expand by event severity and are tailored to meet the Town of Fort Myers Beach's needs:

Event Type 1: Spot Jobs – Localized Woody Debris
- Resources: 2–3 grapple trucks, 1 bucket truck, 1 skid steer, 1 foreman, 1 FEMA-qualified coordinator
- Compliance: GIS-tracked spot job forms, daily ticket reconciliation.

Event Type 2: Small Event – Countywide, No Reduction
- Resources: 8–12 haul trucks, 2–3 self-loaders, 1 project manager, 1 safety officer
- Compliance: ADMS-integrated load tickets; debris segregation for FEMA eligibility

Event Type 3: Significant Event – Woody Debris Only
- Resources: 12–18 grapple trucks, 2–3 grinders, 1–2 DMS/TDSR teams, GPS-equipped fleet
- Compliance: Grinder logs; dust/runoff controls; FDEP site restoration standards

Event Type 4: Significant Event – Mixed Debris
- Resources: 15–20 collection trucks, 1 white goods crew, 1–2 HAZWOPER spotters, 2–3 documentation staff
- Compliance: Segregation logs, refrigerant recovery documentation, HHW manifests.

Event Type 5: Catastrophic Event – Mixed Debris, Full Scope
- Resources: 20–30+ debris crews, 2–3 DMS/TDSR sites, 4–5 grinders, 1–2 HHW containment cells, 1 FEMA compliance officer
- Compliance: Real-time QA/QC; FDEP environmental controls; FEMA/FHWA reimbursement standards

Event Type 6: Catastrophic Event – Site Management
- Resources: 1–3 site management teams, 1–2 air curtain incinerators (if FDEP approved), 1–2 scale house staff, 1–2 environmental inspectors
- Compliance: Permit tracking, daily environmental logs, site remediation and closure reporting.

Coffee County Helene Debris Removal - 2025



PUBLIC ANNOUCEMENTS & NOTICES

SDR supports transparency, local engagement, and compliance with federal contracting standards through proactive communication. Upon contract award, SDR will:

- Issue public announcements to notify local contractors of subcontracting opportunities, using local publications, County coordination channels, and outreach to small/minority-owned businesses.
- Ensure these efforts align with 2 C.F.R. § 200.321 and other applicable federal and state procurement standards.

During active debris removal operations, SDR will coordinate with the Town of Fort Myers Beach to provide weekly public notices to residents. These may include:

- Debris placement guidelines
- Definitions of eligible vs. ineligible debris
- Collection zone schedules and updates

Notices are typically distributed through **local newspapers, radio stations, municipal websites, and social media platform**s as authorized by the Town of Fort Myers Beach. All public communications are submitted to the client for approval prior to release.

In addition, SDR maintains a standing network of vetted subcontractors ready to support recovery operations when local capacity is limited. This ensures both rapid mobilization and local participation in disaster recovery efforts.

FINANCIAL STRENGTH & CAPACITY TO PERFORM

SDR has over **$20 million in owned equipment** assets and a trusted network of subcontractors, which enables us to mobilize rapidly and manage multiple large-scale federal contracts simultaneously. Our financial strength includes **$250 million aggregate bonding capacity** with a **$100 million single-project limit**, supported by a **$500 million credit line.**

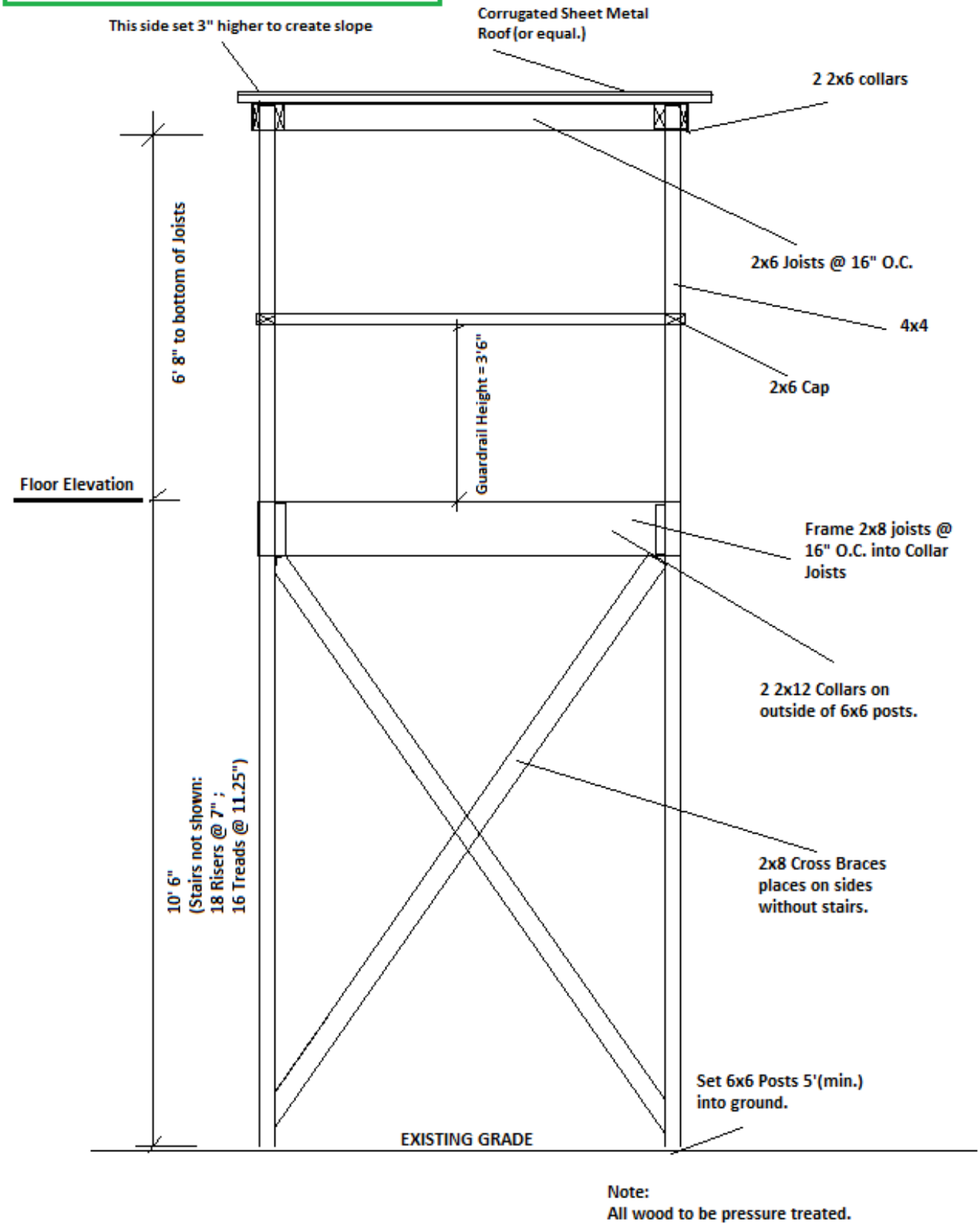
This combination of operational readiness and financial capacity ensures the Town of Fort Myers Beach that SDR can staff, equip, and sustain prolonged recovery operations without delay or disruption. Our record of **210+ completed debris removal contracts**, many executed under FEMA Public Assistance, demonstrates our ability to stay on the job until the mission is complete.

CONSTRUCTION DRAWINGS FOR TEMPORARY INSPECTION TOWERS

SDR may be requested to construct an inspection tower at each debris storage site to monitor loads on truck ingress and egress. The tower will be built using pressure-treated wood or metal scaffolding. The floor elevation of the tower shall be 13 feet above the existing ground elevation, as coordinated with the Owner, to afford a complete view of the load bed of each truck while allowing for the easy transfer of the debris removal load ticket between the Tower Monitor and the vehicle driver.

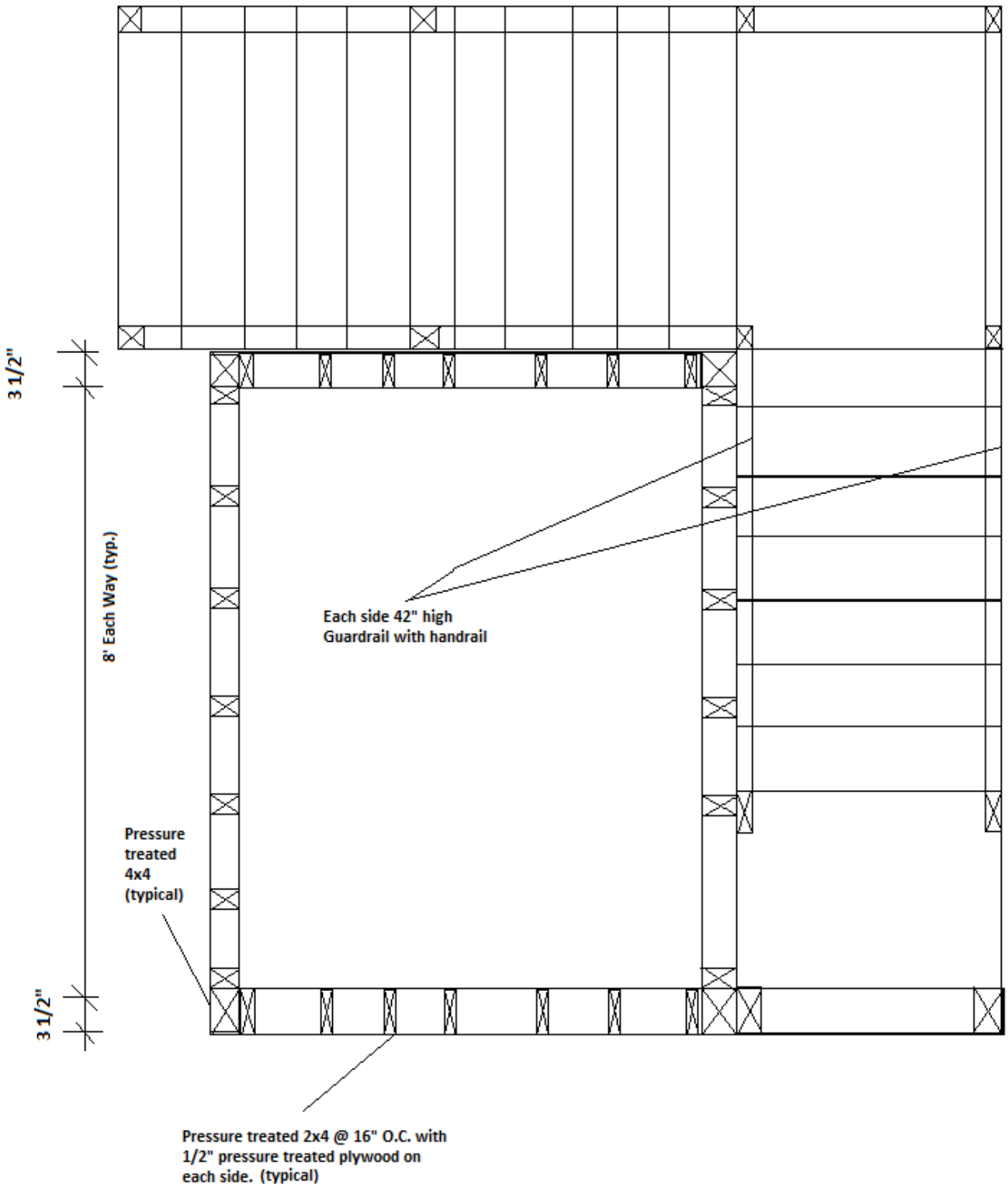
The floor area shall be a minimum of 8′ x 8′, constructed of 2″ x 8″ joists, 16″ O.C., with ¾″ Plywood supported by a minimum of four 6″ x 6″ posts. A 4-foot-high wall constructed of 2″ x4″ studs and ½″ plywood shall protect the perimeter of the floor area. A roof shall cover the floor area. The roof shall provide a minimum of 6′-6″ of headroom below the support beams. Steps with a handrail shall give access to the tower. SDR will build the tower in accordance with local building code requirements.

Section View - Standard Inspection Tower



Note:
All wood to be pressure treated.

Plan View - Standard Inspection Tower



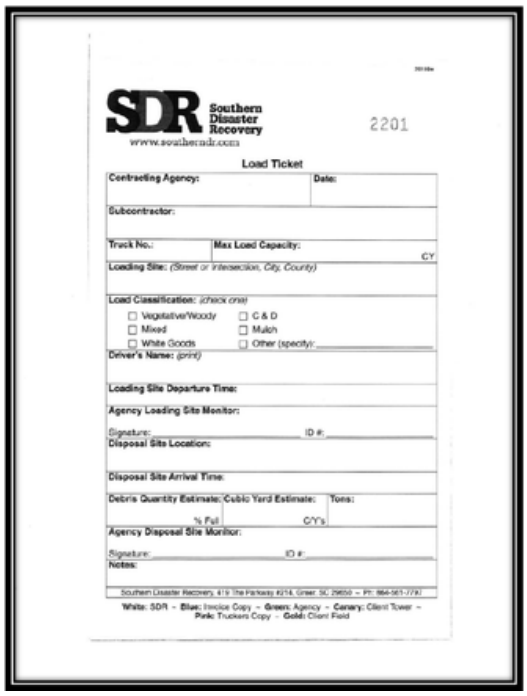
LOAD TICKET

SDR's Load Ticket may also be utilized by the Client to record the debris collected and transported from rights-of-way to the designated disposal sites. SDR captures 15 key data points described in the Debris Management Guide (FEMA). The six-part load ticket allows all recovery participants to accurately maintain documentation of their billable activities during the recovery project.

Each week, or more frequently if deemed necessary by the severity of the storm, the load tickets used will be posted to a spreadsheet and/or database and electronically submitted to the Client.

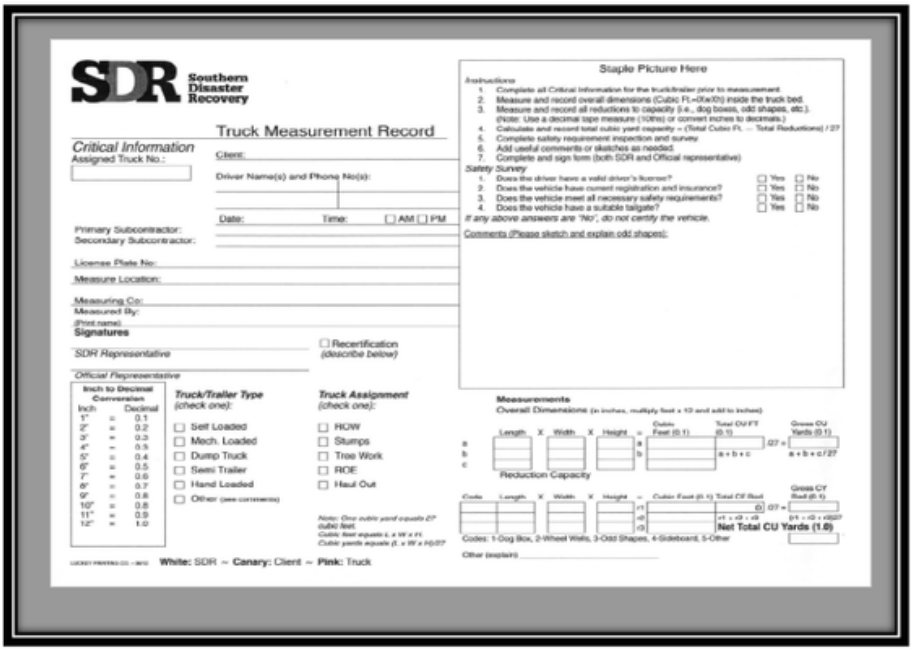
The database includes the following information from each load ticket:

- Date
- Preprinted ticket number
- Hauler's name
- Truck number
- Truck capacity in cubic yards
- Load percentage full, as assigned by the Client Representative in the tower
- Load amount in billable cubic yards
- Debris classification as burnable, non-burnable, mixed, other
- Point of origin for debris collection, time loaded and unloaded, including location of the temporary disposal site


SDR Southern Disaster Recovery
www.southerndr.com
2201
Load Ticket
Contracting Agency: Date:
Subcontractor:
Truck No.: Max Load Capacity: CY
Loading Site: (Street or Intersection, City, County)
Load Classification: (check one)
Vegetative/Woody C & D
Mixed Mulch
White Goods Other (specify):
Driver's Name: (print)
Loading Site Departure Time:
Agency Loading Site Monitor:
Signature: ID #:
Disposal Site Location:
Disposal Site Arrival Time:
Debris Quantity Estimate: Cubic Yard Estimate: Tons:
% Full CY's
Agency Disposal Site Monitor:
Signature: ID #:
Notes:
Southern Disaster Recovery, 619 The Parkway #214, Greer SC 29650 – PH: 864-561-7781
White: SDR – Blue: Invoice Copy – Green: Agency – Canary: Client Tower – Pink: Truckers Copy – Gold: Client Field

TRUCK CERTIFICATION

SDR's Truck Certification Form documents that the truck and/or trailer is safe, properly licensed, insured, and operated by a licensed driver. The form also certifies the load carrying or volume capacity of the truck and/or trailer, which is a necessary component in determining the total load haul amount for use in the federal reimbursement and contractor compensation process.


SDR Southern Disaster Recovery
Truck Measurement Record
Staple Picture Here
Critical Information
Assigned Truck No.:
Client:
Driver Name(s) and Phone No(s):
Date: Time: AM PM
Primary Subcontractor:
Secondary Subcontractor:
License Plate No:
Measure Location:
Measuring Co:
Measured By:
(Print name)
Signatures
SDR Representative
Official Representative
Recertification (describe below)
Inch to Decimal Conversion
Truck/Trailer Type (check one):
Self Loaded
Mech. Loaded
Dump Truck
Semi Trailer
Hand Loaded
Other
Truck Assignment (check one):
HDW
Stumps
Tree Work
ROE
Haul Out
Safety Survey
Does the driver have a valid driver's license? Yes No
Does the vehicle have current registration and insurance? Yes No
Does the vehicle meet all necessary safety requirements? Yes No
Does the vehicle have a suitable tailgate? Yes No
If any above answers are "No", do not certify the vehicle.
Comments (Please sketch and explain odd shapes):
Measurements
Overall Dimensions
Length X Width X Height
Reduction Capacity
Net Total CU Yards (1.0)
Codes: 1-Dog Box, 2-Wheel Wells, 3-Odd Shapes, 4-Sideboard, 5-Other
Other (explain):
White: SDR – Canary: Client – Pink: Truck

SITE HEALTH & SAFETY STRATEGY

SDR's health and safety program is built on the principle that **no task is so urgent it cannot be done safely.** All operations are planned and executed in compliance with **OSHA standards, FEMA Public Assistance guidelines, FHWA requirements, and all applicable local, state, and federal regulations.** Safety begins at mobilization, with each crew receiving a site-specific orientation covering PPE requirements, hazard recognition, and safe work practices.

Accident Prevention & Incident Reporting

SDR's Accident Prevention Plan governs all field operations. Protocols include hazard identification, near-miss reporting, and root cause analysis for every safety event. All incidents, regardless of severity, are logged, reviewed by SDR's Safety Director, and reported transparently to the Town of Fort Myers Beach. Weekly safety scorecards and trend analyses are generated to track performance and proactively address risks.

Environmental and Public Safety Controls

Public safety and environmental protection are central to SDR's work. Measures include clear site signage, controlled site access, certified traffic flaggers, and dust suppression using water trucks and misting systems. During grinding or incineration, on-site fire suppression equipment is maintained. SDR coordinates with law enforcement as needed for site security. At all DMS sites, controls such as silt fencing and stormwater runoff prevention are installed immediately to safeguard surrounding communities and ecosystems.

A Culture of Safety and Accountability

Safety is a core value at SDR. Every crew member is empowered to identify hazards and intervene, ensuring risks are addressed immediately. Leadership is personally invested in incident-free operations that uphold the Town of Fort Myers Beach's trust, protect FEMA/FHWA reimbursement eligibility, and ensure every worker and community member remains safe.



QUALITY CONTROL PLAN

SDR maintains a rigorous Quality Control Plan (QCP) to ensure all debris operations are performed safely, efficiently, and in full compliance with **FEMA, FHWA, FDEP,** and **the Town** requirements. Our QCP integrates operational oversight with field-level accountability, ensuring that every truckload, ticket, and task meets the standards necessary for documentation integrity, cost recovery, and environmental compliance.

Dedicated Quality Control Team

Each project is assigned a **Quality Control Manager (QCM)** who directs inspectors responsible for:

- Monitoring daily crew performance
- Verifying equipment functionality and cleanliness
- Reviewing documentation for accuracy and completeness
- Coordinating with Tetra Tech to align workflows

Documentation Accuracy & Digital Integration

SDR uses **GPS-enabled tracking, photographic documentation,** and an **ADMS-compatible workflow** to validate real-time load tickets. Field supervisors upload data directly via tablets or handheld devices. QC protocols include:

- **10% random daily audits** of load tickets
- Timestamp and geolocation review of haul data
- Reconciliation of contractor and monitor records
- Eligibility review of debris type and source location

Corrective Action & Continuous Improvement

If discrepancies are identified, the QCM initiates corrective action:

- Immediate field notification and documentation pause
- Root cause review and re-training if needed
- Verification of resolution and post-correction audit
- Integration of lessons learned into daily safety briefings and future training

Final Reporting & Audit Readiness

At closeout, SDR compiles a complete package including:

- Load ticket summary logs
- GIS maps of completed zones
- Before/after ROW photos
- Subcontractor equipment and volume logs
- Environmental and safety compliance records

This documentation is provided to Town staff in real time and prepared for **audit-ready FEMA/FHWA submittals.**

A Culture of Quality & Compliance

Quality is embedded in SDR's operations. From the first haul to final closeout, our teams are trained to prioritize accuracy, transparency, and compliance, safeguarding the Town of Fort Myers Beach's full reimbursement eligibility.

SUBCONTRACTING PLAN

SDR is deeply committed to the communities we serve. As part of our mission to accelerate both the physical and economic recovery following a disaster, we prioritize subcontracting opportunities for local businesses, particularly MBE, WBE, DBE, and labor surplus area firms. Utilizing local subcontractors is not only efficient, but it also injects capital directly into the affected economy and supports long-term community resilience.

PRIMARY PRODUCTION SUBCONTRACTORS

SDR's Fort Myers Beach contract is supported by four primary production subcontractors with a combined 80+ years of experience in disaster debris operations in the Southeast. All four attended SDR's most recent annual contractor summit, hold current sub packets with updated equipment lists and certificates of insurance, and deployed alongside SDR during Hurricane Helene operations. Pride Contracting, Inc. (Middlesex, NC) is a Women-Owned Small Business and DBE-certified firm with 24+ years of disaster recovery experience, a direct Florida operations history, and owned barge and marine assets directly applicable to barrier island and waterway debris operations. Good Hope Recovery, LLC (Natchez, MS) has operated since Hurricane Katrina in 2005 and performed waterway debris removal on Estero Island — the same barrier island as Fort Myers Beach — in 2023, bringing marine equipment depth and direct local operational history to this contract. LCS Restoration Services, LLC (Mobile, AL) has served as SDR's primary field project management resource since 2012, with direct experience in Florida across Hurricane Irma, Hurricane Michael, and Hurricane Ian operations. Ryan Infrastructure provides additional surge capacity for large-scale or extended activations requiring equipment depth beyond SDR's primary network.

SDR maintains a network of 75+ fully vetted subcontractors within deployable distance of Fort Myers Beach. These partners hold standing agreements with SDR, are trained in FEMA-compliant documentation, safety protocols, and invoicing procedures, and have worked alongside SDR on prior activations — they are not cold contacts. Upon award, SDR publicly advertises subcontracting opportunities and initiates vetting and onboarding for local Lee County and Southwest Florida firms. Where local capacity is available and qualified, SDR makes every effort to onboard and mobilize area subcontractors, consistent with 2 C.F.R. § 200.321(b).

All SDR subcontractors:

- Meet federal and contractual safety standards
- Hold required liability and workers' compensation insurance
- Adhere to SDR's strict safety and drug-free work zone policies
- Operate under a signed subcontractor agreement aligned with SDR's prime contract responsibilities

COMPLIANCE WITH 2 C.F.R. § 200.321(B)

SDR complies with the affirmative steps outlined in federal procurement regulations to ensure inclusion of small, minority-owned, and women-owned businesses. These include maintaining solicitation lists of qualified firms; actively soliciting MBE, WBE, and local firms when they are potential sources; dividing work into economically feasible packages to increase participation; establishing delivery schedules that allow for maximum inclusion; and utilizing the support of the Small Business Administration and the Minority Business Development Agency.

ENSURING PERFORMANCE

SDR recognizes that subcontractor performance directly impacts client satisfaction. To ensure seamless operations, SDR provides on-site quality control and oversight, proactive coordination with Tetra Tech monitoring staff, and clear communication protocols between subcontractors, SDR leadership, and Town of Fort Myers Beach representatives. SDR has never failed to pay a subcontractor on time — a record that sustains the depth and loyalty of this network and ensures the same firms show up for Fort Myers Beach that showed up for every prior activation.
This proven subcontracting framework ensures the Town of Fort Myers Beach benefits from a rapid, scalable recovery effort while maximizing the engagement of local businesses and protecting full FEMA reimbursement eligibility on every load.



SECTION 4: Financial Stability

February 27, 2026

To Whom It May Concern:

During its thirteen-year history, SDR has maintained all deposit accounts and loan obligations with no exception. SDR has established and maintained a strong relationship with HomeTrust Bank and has a lending facility available through Eliant AR LLC to provide a high level of financing for project needs.

SDR has the financial strength to mobilize, manage, sustain and finance a number of multimillion-dollar projects without interference or a slow-down in work. During 4th quarter of 2024, SDR managed 35 separate contracts/projects valued at a gross revenue of $75,000,000.00 without a slowdown in work production or quality. SDR delivers this strong, rapid response to our clients because it's needed in disaster recovery of communities.

SDR has the financial capacity to respond to a disaster debris removal project of any size.

Sincerely,

Jon D. Jezowski
Controller
Office: 864-469-9776
Fax: 864-469-9642
93 Sonia Drive, Greer SC 29650

Confidential

SOUTHERN DISASTER RECOVERY, LLC

FINANCIAL STATEMENTS

As of and for the Year Ended December 31, 2024

And Report of Independent Auditor

Cherry Bekaert LLP
Your Guide Forward

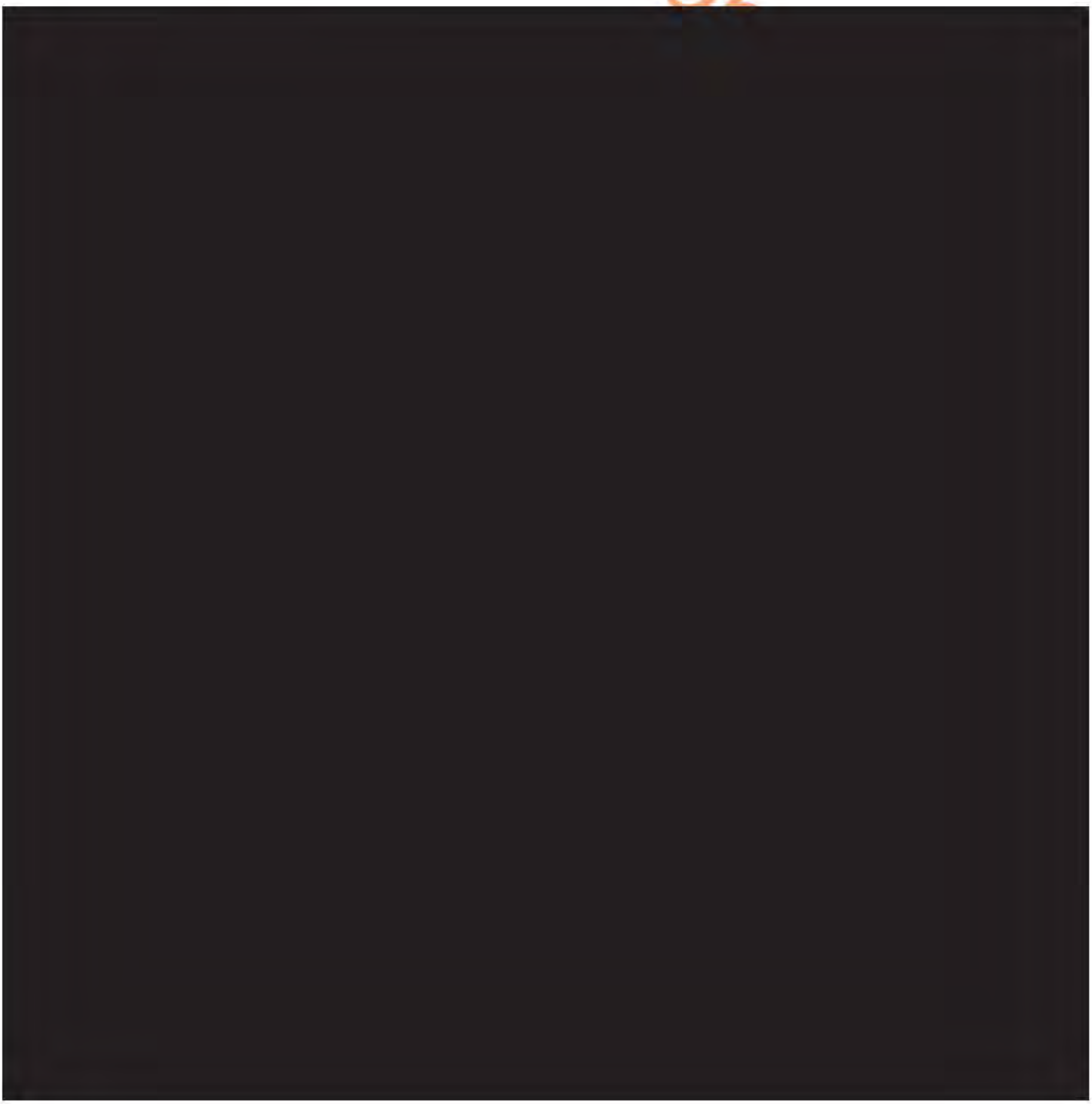
SOUTHERN DISASTER RECOVERY, LLC
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SOUTHERN DISASTER RECOVERY, LLC
BALANCE SHEET

DECEMBER 31, 2024



The accompanying notes to the financial statements are an integral part of these statements.

SOUTHERN DISASTER RECOVERY, LLC
STATEMENT OF OPERATIONS

YEAR ENDED DECEMBER 31, 2024

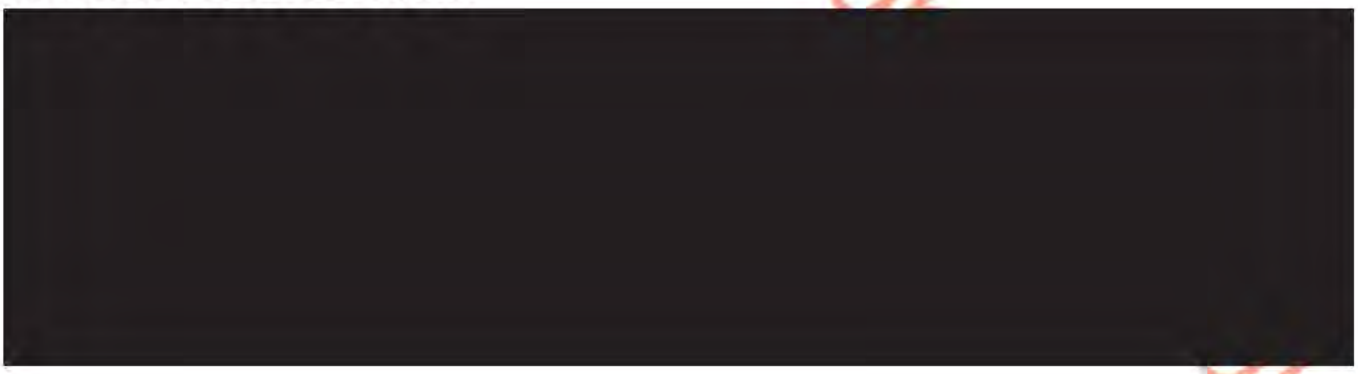
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The accompanying notes to the financial statements are an integral part of these statements.

SOUTHERN DISASTER RECOVERY, LLC
STATEMENT OF CHANGES IN MEMBERS' EQUITY

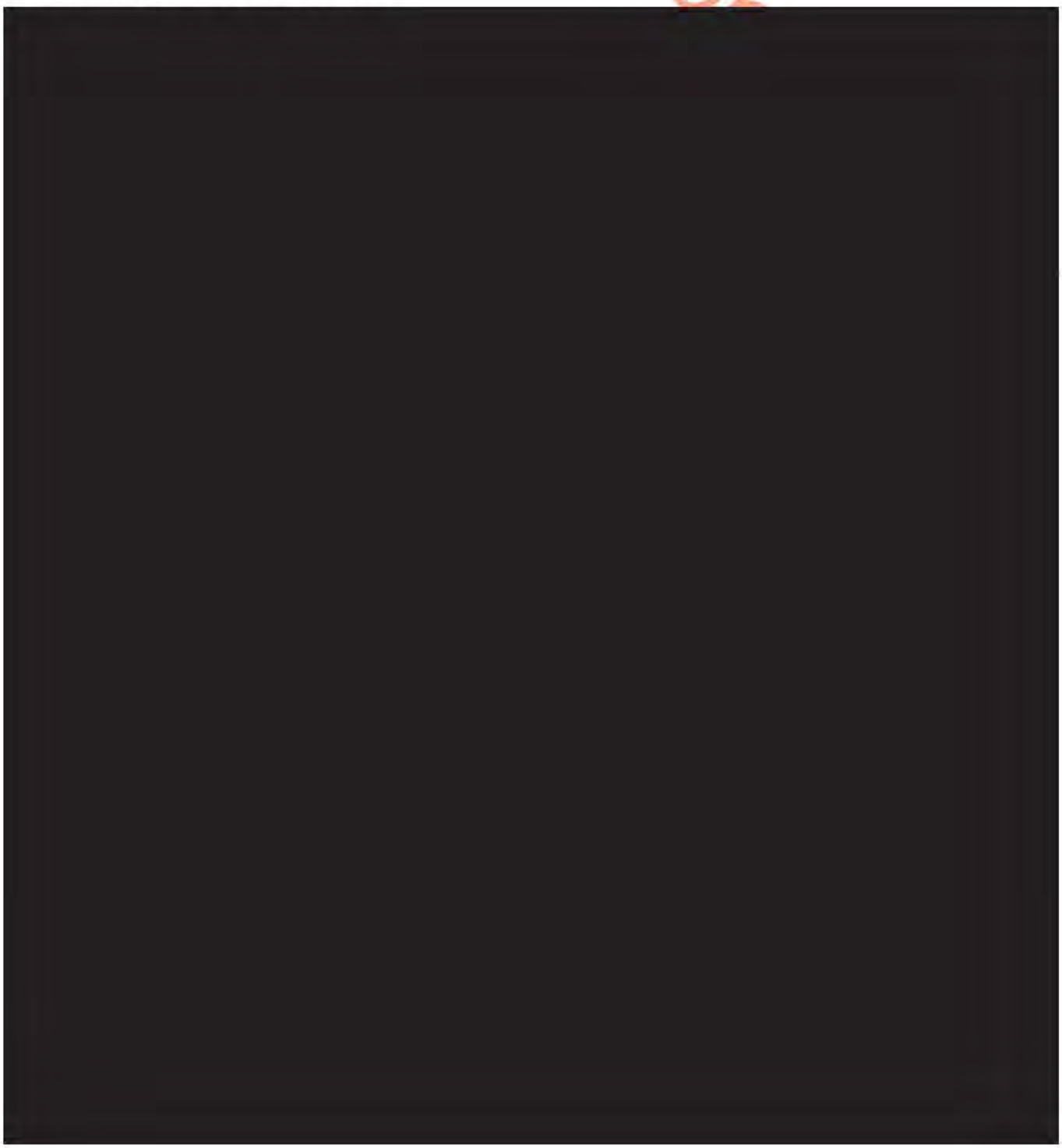
YEAR ENDED DECEMBER 31, 2024



The accompanying notes to the financial statements are an integral part of these statements.

SOUTHERN DISASTER RECOVERY, LLC
STATEMENT OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2024



The accompanying notes to the financial statements are an integral part of these statements.

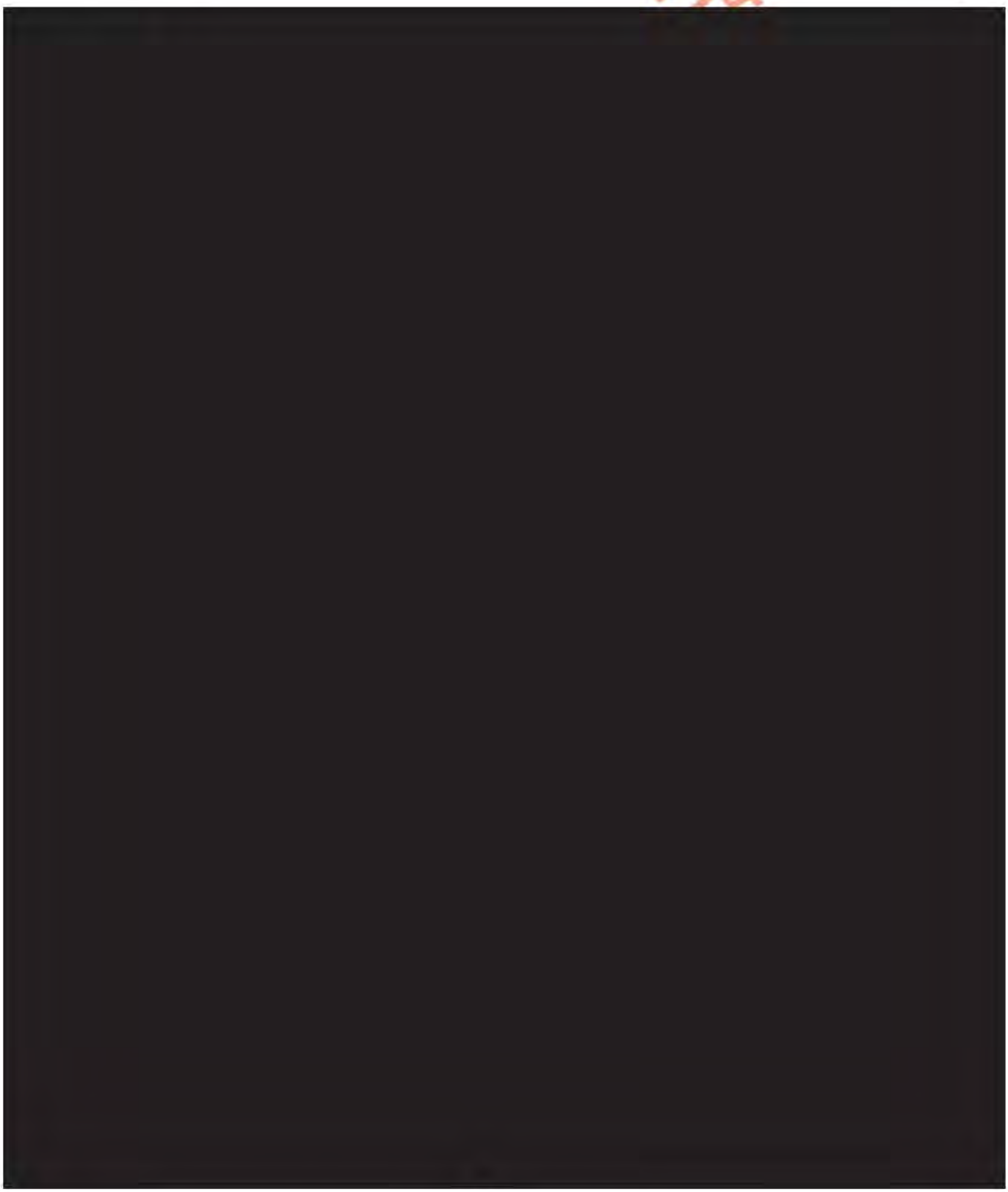
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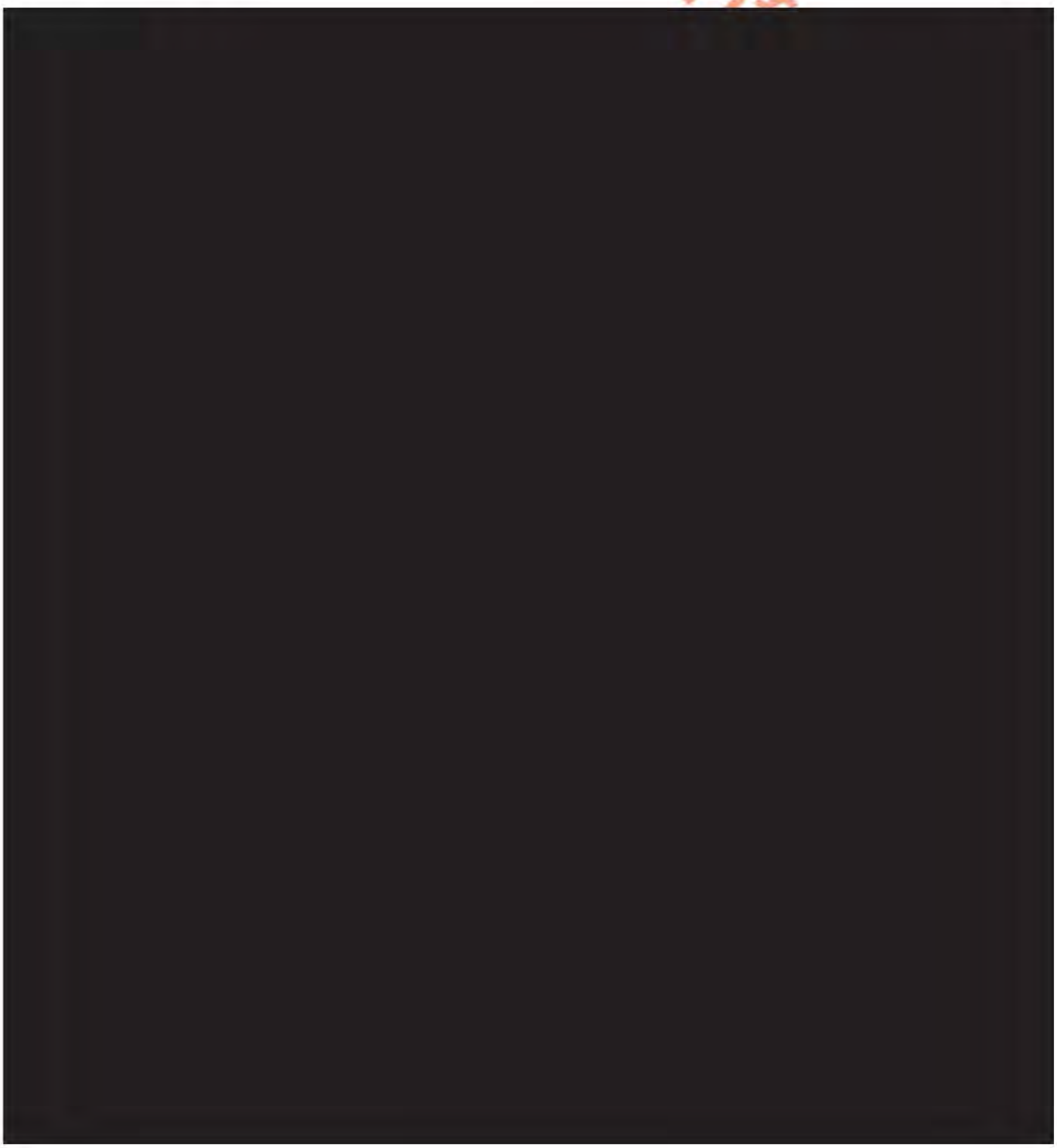
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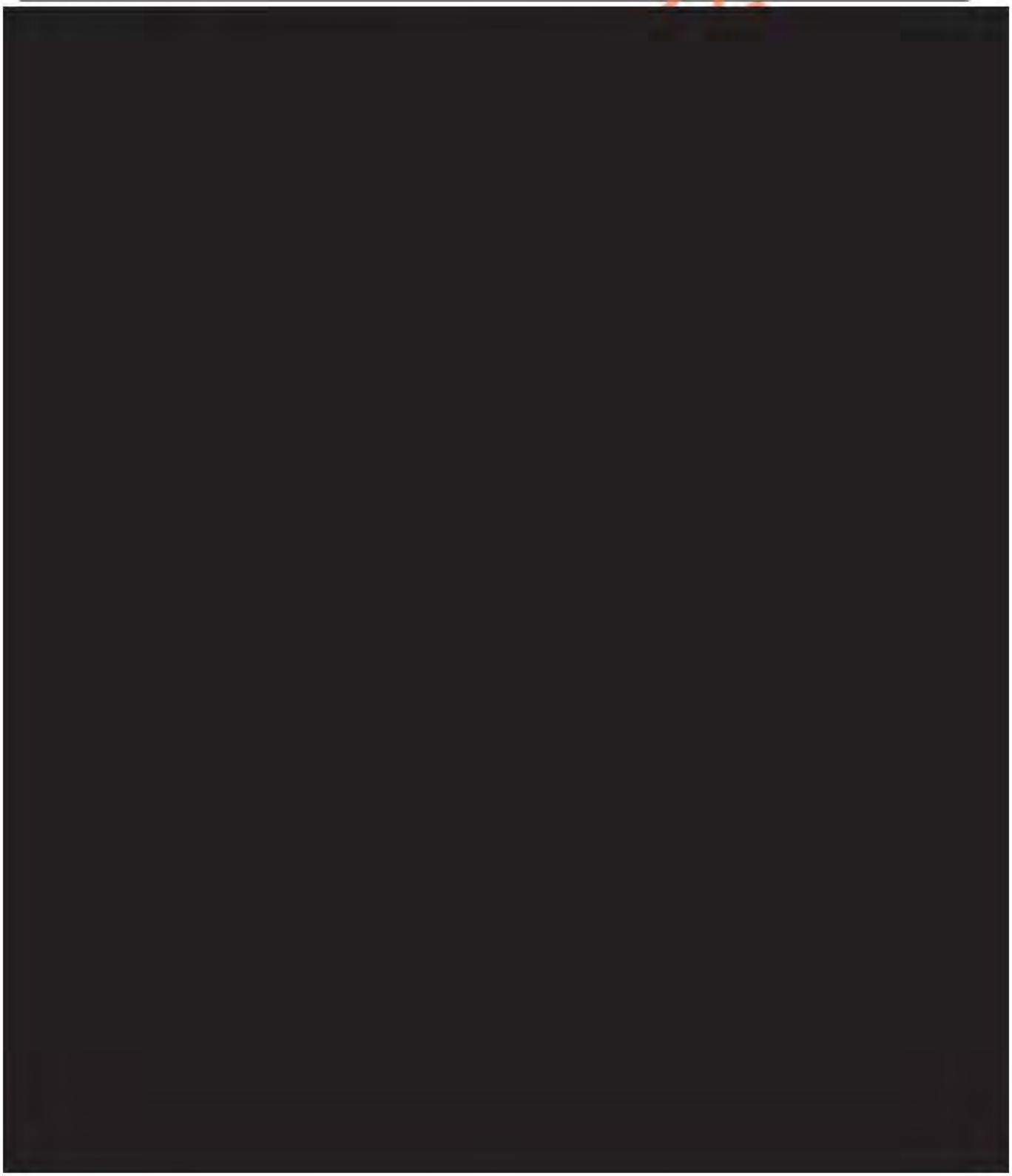
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dun & bradstreet

Business Information Report Snapshot

SOUTHERN DISASTER RECOVERY, LLC

D-U-N-S: 07-849-9137
ADDRESS: 93 Sonia Dr, Greer, SC, 29650, United States
Date: 02/06/2026

RISK ASSESSMENT

SCORES AND RATINGS

Max. Credit Recommendation	PAYDEX® SCORE	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US$ 26,500	77 LOW RISK	81 LOW-MODERATE RISK	56 MODERATE RISK	2 LOW RISK

MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk

LOW-MODERATE

Maximum Credit Recommendation

US$ 26,500

The recommended limit is based on a low-moderate probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: STABLE CONDITION
- Based on the predicted risk of business discontinuation: LIKELIHOOD OF CONTINUED OPERATIONS
- Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

PAYDEX® SUMMARY

3 Months

77

When weighted by dollar amount, payments to suppliers average 5 days beyond terms. Value is based on payments collected over the last **3 months**.

24 Months

77

When weighted by dollar amount, payments to suppliers average 5 days beyond terms. Value is based on payments collected over the last **24 months**.

PAYDEX®

Based on 24 months of data

77

Low Risk (100) High Risk (1)

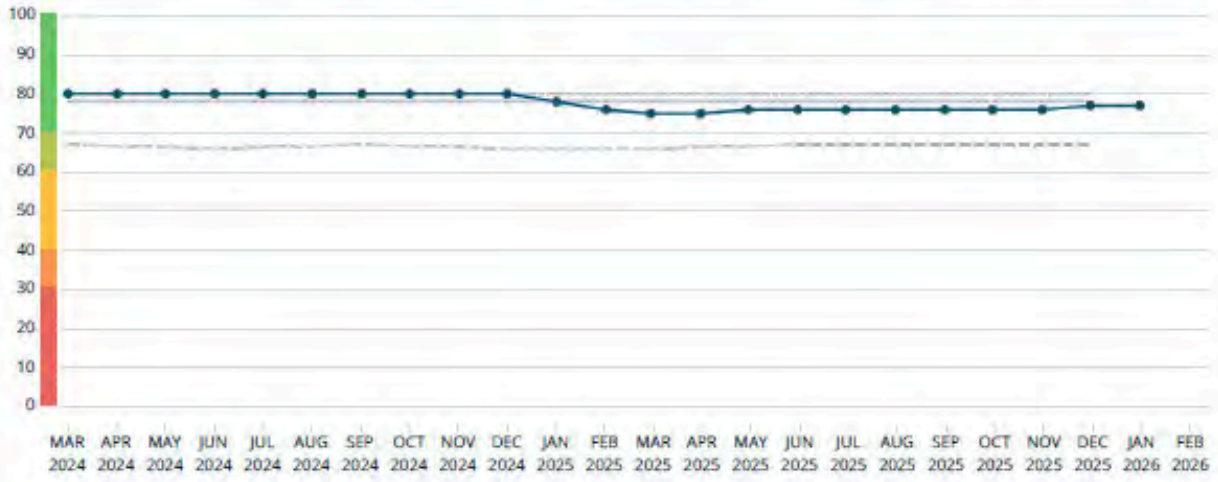
Based on a D&B PAYDEX® of

Risk of Slow Pay
LOW

Payment Behavior
5 Days Beyond Terms

Business and Industry Trends 8744 - Facilities support services

Industry Median | Industry Upper | Industry Low | SOUTHERN DISASTER REC



DELINQUENCY PREDICTOR SCORE

81

Low Risk (100) High Risk (1)

Based on a D&B Delinquency Predictor Percentile of H

Higher risk industry based on delinquency rates for this industry
Recent high balance past due
Proportion of past due balances to total amount owing

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B
LOW-MODERATE	551	2.47%	10.2%

Business and Industry Trends 8744 - Facilities support services

Industry Median | SOUTHERN DISASTER REC



FINANCIAL STRESS SCORE

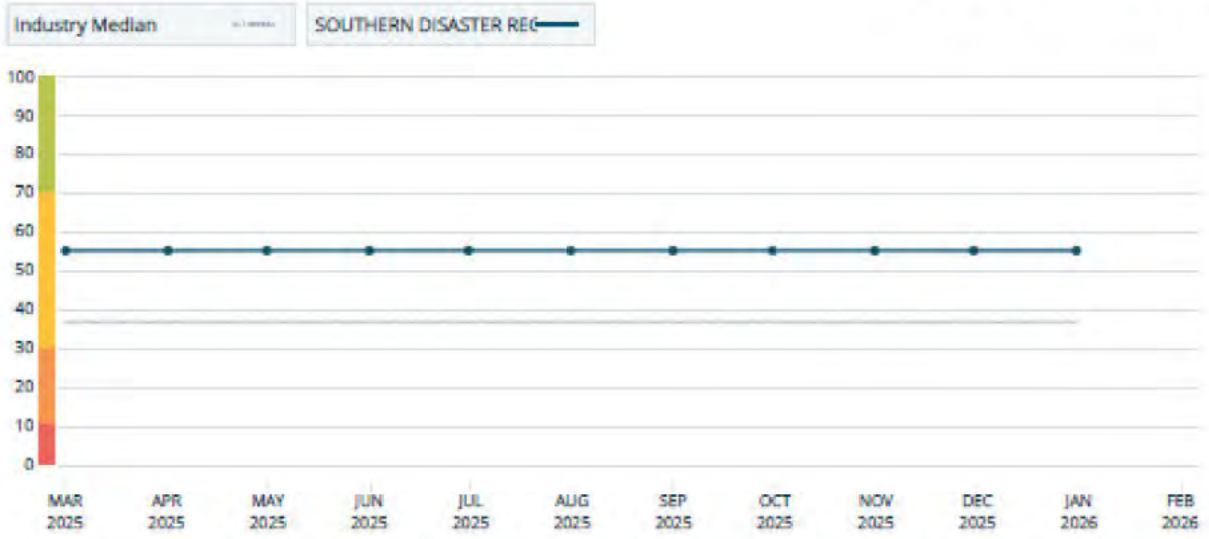


Low proportion of satisfactory payment experiences to total payment experiences

Based on a D&B Financial Stress Percentile of

Level of Risk	Raw Score	Probability of Failure	Compared to Businesses in D&B
MODERATE	1487	0.2%	0.48%

Business and Industry Trends — 8744 - Facilities support services



SUPPLIER EVALUATION RISK RATING



Based on a Supplier Evaluation Risk Rating of

Factors Affecting Your Score

- Proportion of past due balances to total amount owing
- Proportion of slow payment experiences to total number of payment experiences reported

Business and Industry Trends — 8744 - Facilities support services





D&B RATING

Current Rating as of 10-11-2021

Employee Size	Risk Indicator
1R: 10 employees and over	3: Moderate Risk

Previous Rating

Employee Size
1R: 10 employees and over

TRADE PAYMENTS

TRADE PAYMENTS SUMMARY

Based on 24 months of data

Overall Payment Behavior	% of Trade Within Terms	Highest Past Due
5	83%	US$ 0
Days Beyond Terms		
Highest Now Owing: US$ 20,000	Total Trade Experiences: 25	Total Unfavorable Comments : 0
	Largest High Credit: US$ 70,000	Largest High Credit: US$ 0
	Average High Credit: US$ 13,122	Total Placed in Collections: 0
		Largest High Credit: US$ 0

TRADE PAYMENTS BY CREDIT EXTENDED

$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL $ DOLLAR AMOUNT
OVER 100,000	0%	0	$0
50,000 - 100,000	100%	1	$70,000
15,000 - 49,999	100%	1	$35,000
5,000 - 14,999	74%	5	$37,500
1,000 - 4,999	0%	0	$0
UNDER 1,000	95%	4	$1,850

TRADE PAYMENTS BY INDUSTRY

Collapse All | Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)
+50 - Wholesale Trade - Durable Goods	5	10,000	
5046 - Whol Misc Coml Equip	4	10,000	100
5072 - Whol Hardware	1	100	0
+73 - Business Services	1	70,000	
7353 - Hvy Const Eqpt Rental	1	70,000	100
+99 - Nonclassifiable Establishments	1	35,000	

9999 - Nonclassified	1	35,000	100
▾32 - Stone, Clay, Glass, And Concrete Products	1	10,000	
3273 - Mfg Readymix Concrete	1	10,000	0
▾51 - Wholesale Trade - Nondurable Goods	1	750	
5113 - Whol Service Paper	1	750	100
▾60 - Depository Institutions	1	750	
6021 - Natnl Commercial Bank	1	750	100
▾48 - Communications	1	250	
4813 - Telephone Communictns	1	250	100

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
01/2026	Prompt	-	10,000	10,000	0	1 Month
01/2026	Prompt	-	7,500	7,500	0	1 Month
01/2026	Prompt	-	5,000	5,000	0	1 Month
01/2026	Prompt	-	5,000	5,000	0	1 Month
12/2025	Prompt	-	70,000	20,000	0	1 Month
12/2025	Prompt	-	750	0	0	Between 6 and 12 Months
12/2025	Prompt	N30	750	500	0	1 Month
12/2025	-	Cash Account	-	-	-	1 Month
12/2025	-	-	5,000	5,000	0	1 Month
11/2025	Prompt	-	35,000	5,000	0	1 Month
11/2025	Prompt	-	250	0	0	Between 6 and 12 Months
11/2025	Slow	N30	10,000	0	0	Between 6 and 12 Months
10/2025	-	Cash Account	50	-	-	1 Month
09/2025	Slow	-	100	0	0	Between 6 and 12 Months
09/2025	-	Cash Account	100	-	-	1 Month
09/2025	-	-	50	-	-	1 Month
08/2025	-	Cash Account	50	-	-	1 Month

04/2025	-	Cash Account	50	-	-	1 Month
03/2025	-	Cash Account	50	-	-	1 Month
02/2025	-	Cash Account	100	-	-	1 Month
08/2024	-	Cash Account	-	-	-	1 Month
08/2024	-	Cash Account	100	-	-	Between 4 and 5 Months
06/2024	-	Cash Account	50	-	-	1 Month
05/2024	-	Cash Account	50	-	-	1 Month
03/2024	-	Cash Account	50	-	-	1 Month

EVENTS

LEGAL EVENTS

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

SUITS		JUDGEMENTS		LIENS		UCC FILINGS	
TOTAL	0	TOTAL	0	TOTAL	0	TOTAL	33
LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	12/19/2025

General: The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this was reported. This information may not be reproduced in whole or in part by any means of reproduction.

UCC Filings: There may be additional UCC Filings in the D&B file on this company which are available by contacting 1-800-234-3867.

Suits, Liens, Judgements: There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database that are also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Lien: A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

EVENTS

UCC Filing - Original

Filing Date	2025-11-18
Filing Number	251118-1713108
Received Date	2025-12-06
Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - General intangibles(s) including proceeds and products - Chattel paper including proceeds and products - and OTHERS
Secured Party	AJC-101 HOLDINGS, LLC, GREENVILLE, SC
Debtors	SOUTHERN DISASTER RECOVERY, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, COLUMBIA, SC

UCC Filing - Original

Filing Date	2025-11-18
Filing Number	251118-1702047
Received Date	2025-12-06
Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - General intangibles(s) including proceeds and products - Chattel paper including proceeds and products - and OTHERS

Secured Party	AJC-101 HOLDINGS, LLC, GREENVILLE, SC
Debtors	SOUTHERN DISASTER RECOVERY, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, COLUMBIA, SC

UCC Filing - Original

Filing Date	2025-11-18
Filing Number	251118-1658257
Received Date	2025-12-06
Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - General intangibles(s) including proceeds and products - Chattel paper including proceeds and products - and OTHERS
Secured Party	AJC-101 HOLDINGS, LLC, GREENVILLE, SC
Debtors	SOUTHERN DISASTER RECOVERY, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, COLUMBIA, SC

UCC Filing - Original

Filing Date	2025-11-18
Filing Number	251118-1625485
Received Date	2025-12-06
Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - General intangibles(s) including proceeds and products - Chattel paper including proceeds and products - and OTHERS
Secured Party	AJC-101 HOLDINGS, LLC, GREENVILLE, SC
Debtors	SOUTHERN DISASTER RECOVERY, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, COLUMBIA, SC

UCC Filing - Original

Filing Date	2025-11-06
Filing Number	251106-1013298
Received Date	2025-11-15
Collateral	All Assets including proceeds and products
Secured Party	ELIANT AR LLC, NEW YORK, NY
Debtors	SOUTHERN DISASTER RECOVERY, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, COLUMBIA, SC

UCC Filing - Original

Filing Date	2025-11-06

Filing Number	251106-1013232
Received Date	2025-11-15
Collateral	Account(s) and proceeds - Assets and proceeds - Contract rights and proceeds - Chattel paper and proceeds
Secured Party	ELIANT AR LLC, NEW YORK, NY
Debtors	SOUTHERN DISASTER RECOVERY, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, COLUMBIA, SC

UCC Filing - Amendment

Filing Date	2025-05-30
Filing Number	250530-0946354
Received Date	2025-06-09
Original Filing Date	2024-04-12
Original Filing Number	240412-1628073
Secured Party	HOMETRUST BANK, GREENVILLE, SC
Debtors	SOUTHERN DISASTER RECOVERY, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, COLUMBIA, SC

UCC Filing - Amendment

Filing Date	2025-05-30
Filing Number	250530-0942258
Received Date	2025-06-09
Original Filing Date	2023-11-28
Original Filing Number	231128-1058524
Secured Party	HOMETRUST BANK, GREENVILLE, SC
Debtors	SOUTHERN DISASTER RECOVERY, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, COLUMBIA, SC

UCC Filing - Termination

Filing Date	2025-05-22
Filing Number	250522-1547444
Received Date	2025-06-09
Original Filing Date	2024-09-30
Original Filing Number	240930-1310271
Secured Party	ELLS, MARK K, GREENVILLE, SC
Debtors	SOUTHERN DISASTER RECOVERY, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, COLUMBIA, SC

UCC Filing - Original	
Filing Date	2025-03-18
Filing Number	250318-0714152
Received Date	2025-04-02
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Equipment and proceeds
Secured Party	ALTEC CAPITAL SERVICES, LLC, BIRMINGHAM, AL
Debtors	SOUTHERN DISASTER RECOVERY, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, COLUMBIA, SC

UCC Filing - Original	
Filing Date	2024-09-30
Filing Number	240930-1310271
Received Date	2024-10-14
Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - General intangibles(s) including proceeds and products - Chattel paper including proceeds and products - and OTHERS
Secured Party	ELLS, MARK K, GREENVILLE, SC
Debtors	SOUTHERN DISASTER RECOVERY, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, COLUMBIA, SC

UCC Filing - Original	
Filing Date	2024-04-12
Filing Number	240412-1628073
Received Date	2024-04-23
Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - General intangibles(s) including proceeds and products - Chattel paper including proceeds and products - and OTHERS
Secured Party	HOMETRUST BANK, GREENVILLE, SC
Debtors	SOUTHERN DISASTER RECOVERY, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, COLUMBIA, SC

UCC Filing - Original	
Filing Date	2023-11-28
Filing Number	231128-1058524
Received Date	2023-12-12

Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - General intangibles(s) including proceeds and products - Chattel paper including proceeds and products - and OTHERS
Secured Party	HOMETRUST BANK, GREENVILLE, SC
Debtors	SOUTHERN DISASTER RECOVERY, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, COLUMBIA, SC

COMPANY EVENTS

The following information was reported on: 04-25-2024

The South Carolina Secretary of States business registrations file showed that Southern Disaster Recovery, LLC was registered as a Limited Liability Company on May 11, 2012, under the file registration number 648649.

Business started 2012.

ALVIE MCCLARAN. Antecedents undetermined.

MARK ELLS. Antecedents undetermined.

Business address has changed from 107 Sunbelt Ct Ste 7, Greer, SC, 29650 to 308 Ne Main St, Simpsonville, SC, 29681.

Business address has changed from 308 Ne Main St, Simpsonville, SC, 29681 to 109 White Oak Road, Greenville, SC, 29609.

Business address has changed from 109 White Oak Road, Greenville, SC, 29609 to 319 Garlington Rd Ste C7, Greenville, SC, 29615.

Business address has changed from 319 Garlington Rd Ste C7, Greenville, SC, 29615 to 93 Sonia Dr, Greer, SC, 29650.

SPECIAL EVENTS

10-12-2024 HURRICANE HELENE 2024:

This business is in an area where severe weather was reported as a direct result of the hurricane and may be in a FEMA designated disaster area. The impact to business operations is currently unknown.

FINANCIAL STRENGTH & CAPACITY TO PERFORM

SDR has over **$20 million in owned equipment** assets and a trusted network of subcontractors, which enables us to mobilize rapidly and manage multiple large-scale federal contracts simultaneously. Our financial strength includes **$250 million aggregate bonding capacity** with a **$100 million single-project limit**, supported by a **$500 million credit line.**

This combination of operational readiness and financial capacity ensures the Town that SDR can staff, equip, and sustain prolonged recovery operations without delay or disruption. Our record of **210+ completed debris removal contracts**, many executed under FEMA Public Assistance, demonstrates our ability to stay on the job until the mission is complete.

LITIGATION SUMMARY

Southern Disaster Recovery, LLC (SDR) has a longstanding reputation for executing disaster recovery projects with professionalism, safety, and integrity. We maintain strict compliance with FEMA, FHWA, and local standards, and we hold our teams and subcontractors to the highest level of operational accountability. This approach has enabled SDR to deliver successful outcomes with minimal legal disputes consistently.

Over the past ten years, SDR has been involved in only two legal matters involving project-related disputes:

- **Contractual Dispute with a Government Client**
  - **Nature of Dispute:** SDR filed suit to recover payment for completed, FEMA-monitored waterway debris removal work. The client counterfiled.
  - **Outcome:** SDR was paid in full. The client dropped its counterclaims. A related municipal infraction was resolved via an immaterial settlement agreement, resulting in a formal dismissal.
- **Subcontractor Litigation – Site Development and Land Management (SDLM)**
  - **Nature of Dispute:** SDLM sued SDR alleging defamation and related claims. SDR had withheld retainage funds due to SDLM's failure to pay second-tier subcontractors. SDR directly paid the affected parties using retainage, as permitted under the subcontract agreement.
  - **Status:** Litigation is ongoing and currently in the discovery phase. SDR has filed a counterclaim asserting its right to enforce subcontract provisions, including administrative costs related to resolving unpaid sub-tier obligations.

Additional Disclosures:

- SDR is not currently debarred, nor has it ever been debarred from performing FEMA-, FHWA-, or State-funded work.
- SDR has had no license sanctions.
- SDR has never had a contract termination within the past ten years.

SDR remains committed to transparent, ethical operations and the financial integrity necessary to support our clients throughout their recovery.

WORLD WIDE BONDING AGENCY
2846 WILLIAM STREET BUFFALO NEW YORK 14227
PH 888-681-7685 ~ FAX 716-681-7683
www.wwbagency.com

July 25, 2025

Southern Disaster Recovery, LLC.
93 Sonia Drive
Greer, SC 29650

RE: Bonding Capability Statement

To Whom It May Concern:

Southern Disaster Recovery, LLC. is a bonding client in good standing with Markel Insurance Company.

Markel Insurance Company is prepared to provide performance & payment bonds on behalf of Southern Disaster Recovery, LLC. and will consider single projects up to $100,000,000.00 with an aggregate of $250,000,000.00.

Our final decision will be based upon satisfactory review of contract documents, evidence of financing for the work and our overall financial review of Southern Disaster Recovery, LLC. at the time the bonds are required.

This is neither consent of surety nor a bid bond and we assume no liability to you or any other third party if for any reason we decline to execute a bond for Southern Disaster Recovery, LLC. This letter is not to be used as a prequalification factor for any type of subcontractor default insurance.

If you should have any questions, please feel free to call me.

Sincerely,

Gary A. Cardinale
Attorney-in-Fact | Markel Insurance Company
President | World Wide Agent Services, Inc. d/b/a World Wide Bonding Agency

The content above has been reviewed by:



Gary A Cardinale, President
World Wide Bonding Agency
Work Phone: Toll Free (888)-681-7685
Cell Phone: (716)-583-3968
gary@wwbagency.com

Trusted Choice®
Independent Insurance Agent



SECTION 5: Price Proposal

COST PROPOSAL

SDR has uploaded its price proposal (RFP Form C) to the portal as instructed.

FMB:202 RFP Form C

Proposer: Southern Disaster Recovery, LLC

PRICE PROPOSAL FORM

See Exhibit B - Compensation and Pricing for Price Proposal Form

---

Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, unit rate and staff positions available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
Title:	Hourly Rate/Per Unit Rate
None	

Signature: _____

Date: 4/14/2026

Name: Al McClaran

Title: CEO



SECTION 6:
Additional Information

ADDENDUM TO REQUEST FOR PROPOSAL

SOLICITATION NO.: 26-11-ES **Addendum No.: 1**

PROJECT NAME: Disaster Debris Removal and Disposal Services

Date of Issue: 3/23/26

Questions Received via Email

1. **Has the current contract gone full term?**
   The Town declines to respond as this is outside the scope of the RFP.
2. **Have all options to extend the current contract been exercised?**
   The Town declines to respond as this is outside the scope of the RFP.
3. **Who is the incumbent, and how long has the incumbent been providing the requested services?**
   The Town declines to respond as this is outside the scope of the RFP.
4. **To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?**
   Location of the proposer's headquarters is not a listed evaluation criterion. Proposals will be evaluated based on the criteria set forth in Part IV, Section 3.3: Experience and References (25 pts), Company Resources (15 pts), Company Capabilities (25 pts), Financial Stability (20 pts), and Price Proposal (15 pts).
5. **What is the required onsite response time?**
   Per Section 4.3, the Contractor shall have a maximum of 24 hours from a Notice to Proceed to mobilize and begin their response. Per Section 8.2, the Contractor shall have sufficient equipment and forces in Fort Myers Beach within 2 days of notification to proceed to begin removal operations at an initial rate of 3,000 CY per day.
6. **What is the total mileage of roads within the scope of the service area?**
   Approximately 30 miles
7. **Are there any superseding prior agreements that may impact this contract?**
   The Town declines to respond as this is outside the scope of the RFP.

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

8. **When/what was the most recent event that precipitated the activation of the existing or previous contract?**

   The Town declines to respond as this is outside the scope of the RFP.

9. **Approximately how many cubic yards of debris were collected from the most recent event?**

   The Town's most recent debris removal mission following Hurricanes Helene (September 2024) and Milton (October 2024) generated an estimated 100,000+ cubic yards of debris. For reference, Hurricane Ian (2022) generated approximately 168,000 cubic yards within the Town's jurisdiction.

10. **What estimated or actual dollars were paid to the incumbent(s) after the most recent event?**

    The Town declines to respond as this is outside the scope of the RFP.

11. **How many times have the incumbent's services been utilized in the previous five years?**

    The Town declines to respond as this is outside the scope of the RFP.

12. **What estimated or actual dollars were paid to the incumbent(s) in the previous five years?**

    The Town declines to respond as this is outside the scope of the RFP.

13. **If there was a previous solicitation for these services, what was its title, number, release date, and due date?**

    The Town declines to respond as this is outside the scope of the RFP.

14. **Why has this solicitation been released at this time?**

    The Town is implementing best practice as advised by the F-ROC program.

15. **When is the anticipated contract start date?**

    The contract will commence upon execution by both parties. Per Part II, Contract Term, the initial contract term shall be three (3) years from the date of execution, with the option to renew for two (2) additional one (1) year periods.

16. **When is the anticipated award date?**

    The Town does not have a confirmed award date at this time. Proposers are advised to monitor DemandStar for updates.

17. **Can you please provide greater details regarding your bid bond and/or performance bond requirements?**

    A Bid Bond is required with the proposal submission per Part V, Proposal Submittal Checklist, Item 8. Proposers must also provide a letter of bond-ability from their surety specifying and confirming the firm's bonding capability per Part IV, Section 1.4.1(D). Additional bonding or performance bond requirements, if any, will be established within the contract.

18. **Are bidders permitted to deviate from the prescribed method of quoting fees?**

Per Part II(A), Deviation from Specification, any deviation from specifications must be clearly stated, explained in detail, and accepted by the Town in writing. Proposers shall complete the Exhibit B – Compensation and Pricing in its entirety, providing all rates as requested within Categories A, B, C, and D. Per Part IV, Section 2.7, proposers may note exceptions and present alternative methods but are encouraged to first respond to the objectives detailed herein.

19. **Please describe your level of satisfaction with your current or recent vendor(s).**

    The Town declines to respond as this is outside the scope of the RFP.

20. **I am seeking clarification regarding the bid bond requirements outlined in the RFP. It states that only a bid bond letter is required; however, Attachment FMB:001 – Bid Bond Form is also included.**

    Proposers shall submit a bid bond using Attachment FMB:001 – Bid Bond Form included in the solicitation package. A bid bond letter issued by the Proposer's surety on their letterhead will also be accepted in lieu of the form, provided it contains the same material information: principal name, surety name, solicitation number, and bond amount. This is separate from the letter of bond-ability required under Part IV, Section 1.4.1.D (Financial Stability).

21. **Could you please confirm the required amount for the bid bond? Should it be 5% of the total bid, or is there a specific dollar amount that must be submitted?**

    The bid bond shall be in the amount of five percent (5%) of the Proposer's total evaluated price as submitted in Category A – Core Services of the Price Proposal Form. The bid bond shall guarantee that the Proposer, if selected, will enter into a contract with the Town under the terms proposed. The bid bond will be returned to unsuccessful Proposers following contract execution with the selected firm(s).

22. **Is there an anticipation of an extension for Proposal Submissions?**

    Not at this time, submissions are due April 16, 2026, at 2pm EDT

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239-765-0202



Amendment to the Bid Documents

FMB102 Conflict of Interest is hereby amended and replaced in its entirety.
The revised form will also be uploaded separately to DemandStar.

FMB:102 Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when a Proposer's commitments and obligations to the Town of Fort Myers Beach are likely to be compromised by the Proposer's other material interests or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict-of-Interest Form should indicate whether the Proposer, or any officer, director, agent, or employee of the Proposer, has an economic interest in, or acts as an officer or director of, any outside entity whose financial interests would reasonably appear to be affected by the award of this solicitation. The Proposer should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest with the Town of Fort Myers Beach. Offerors must disclose the name of any officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

Date: _____

Name: _____

Firm/Company: _____

Title: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify any relationship with a Town officer or employee, any financial interest in the outcome of this solicitation beyond the contract itself, and any other circumstance that could constitute a conflict of interest):

1. _____
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Date: _____

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bids@fmbgov.com
239-765-0202

Southern Disaster Recovery, LLC

Company Name

Signature

Al McClaran / CEO

Print Name & Title

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

ADDENDUM TO REQUEST FOR PROPOSAL

SOLICITATION NO.: 26-11-ES **Addendum No.: 2**

PROJECT NAME: Disaster Debris Removal and Disposal Services

DATE OF ISSUE: 4/7/26

Questions Received via Email

1. **Can you please confirm whether the requirement in Part IV, Section A. can be satisfied using state-level project experience or if it must be limited to specifically city of county government projects meeting the population threshold outlined?**
    - Yes, state-level project experience will satisfy the requirements outlined in Part IV, Section 1.4.1(A), provided it demonstrates an understanding of the required documentation for federally funded reimbursement projects.

2. **Can you please clarify if there are any page limits for sections beyond the Executive Summary (3 pages) and resumes (1 page per person)?**
    - Page limits apply only to the Executive Summary and Resumes. There are no additional page limits for other sections of the submittal.

3. **When we submit the PDF of our Combined Technical and Price Proposal, does the Town also want us to upload the Exhibit B – Compensation and Pricing Excel Spreadsheet to DemandStar? Please clarify.**
    - Yes, please upload as an Excel Sheet. If unable to upload as an Excel Sheet a PDF version will suffice.

4. **Can Subcontracts serve as a Sub on multiple teams?**
    - No, a Subcontractor may only participate on one team's proposal under this solicitation. Serving as a Subcontractor on multiple competing proposals is prohibited. This restriction is necessary to preserve the integrity of the competitive process and to ensure compliance with the Non-Collusion Affidavit (FMB:021) and Conflict of Interest Disclosure Form

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(FMB:102). A Subcontractor's involvement across multiple competing teams creates an inherent conflict of interest and an unacceptable risk of shared pricing or strategic information between teams that the Town will not accept.

5. **Can a Contractor who is pursuing this contract as a Prime, also serve as a Subcontractor on other teams?**
   - No, a firm submitting a proposal as a Prime Contractor under this solicitation may not simultaneously participate as a Subcontractor on any other team's proposal. Dual participation in any capacity across competing proposals is prohibited. This restriction is necessary to preserve the integrity of the competitive process and to ensure compliance with the Non-Collusion Affidavit (FMB:021) and Conflict of Interest Disclosure Form (FMB:102). A firm's involvement on multiple competing teams creates an inherent conflict of interest and an unacceptable risk of collusion that the Town will not accept.

6. **Since this Solicitation requires a Bid Bond to be submitted WITH the proposal response, but the submission is electronic, are we to mail the Bid Bond? How do we handle?**
   - Proposers shall submit a scanned copy (PDF) of the executed Bid Bond as part of their electronic proposal submission via DemandStar. The original Bid Bond will be required from the recommended awardee(s) prior to contract execution.

7. **Please clarify the bid bond requirement. A bid bond form is included as an attachment, but it does not specify the required amount. Additionally, the RFP indicates that a letter is required.**
   - This question was addressed in Addendum No. 1, Questions 20 and 21. For the Proposer's convenience, the Town restates its response below:
     Proposers shall submit a bid bond using Attachment FMB:001 – Bid Bond Form included in the solicitation package. In addition, Proposers shall provide a bid bond letter issued by their surety on their letterhead containing the same material information: principal name, surety name, solicitation number, and bond amount. This is separate from the letter of bond-ability required under Part IV, Section 1.4.1(D) (Financial Stability). Consistent with the electronic submission requirements, a scanned copy (PDF) of the executed Bid Bond shall be included with the proposal submission via DemandStar. The original Bid Bond will be required from the recommended awardee(s) prior to contract execution.

8. **Could you please confirm whether a bid bond is required, and if so, the amount?**
   - This question was addressed in Addendum No. 1, Questions 20 and 21. For the Proposer's convenience, the Town restates its response below:
     The bid bond shall be in the amount of five percent (5%) of the Proposer's total evaluated price as submitted in Category A – Core Services of the Price Proposal Form. The bid bond shall guarantee that the Proposer, if selected, will enter into a contract with the Town under

the terms proposed. The bid bond will be returned to unsuccessful Proposers following contract execution with the selected firm(s).

Southern Disaster Recovery, LLC

Company Name

Signature

Al McClaran / CEO

Print Name & Title

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

ADDENDUM TO REQUEST FOR PROPOSAL

SOLICITATION NO.: 26-11-ES **Addendum No.: 3**

PROJECT NAME: Disaster Debris Removal and Disposal Services

DATE OF ISSUE: 4/9/26

Questions Received via Email

1. **When was the last time the Town had a contract activation for Debris Removal? How many CYs were removed?**
   - This question was partially addressed in Addendum No. 1, Question 9. For the Proposer's convenience, the Town restates its response below:
     The Town's most recent debris removal mission followed Hurricanes Helene (September 2024) and Milton (October 2024), generating an estimated 100,000+ cubic yards of debris. For reference, Hurricane Ian (2022) generated approximately 168,000 cubic yards within the Town's jurisdiction.

2. **Has the Town determined which landfill(s) can be used? If so, please provide locations.**
   - Per Section 9.8.9 of the RFP, unless otherwise directed, the Contractor(s) shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris. The Town will determine the primary location of reduction and disposal sites in consultation with the Contractor(s). As stated in Section 12.1.1, Note 1, pricing shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, Florida. Specific landfill designations beyond these references will be determined at the time of activation in consultation with the awarded Contractor(s) and Lee County.

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3. **Has the Town determined where possible DMS will be? If so, please provide locations.**
    - Per Section 9.8.5, the Town will have an interlocal agreement with Lee County that may allow for the use of County-approved Debris Management Sites. Lee County will designate the DMS to be activated at the beginning of each hurricane season. The selection of DMS sites is identified in the RFP as the first task to be completed by the Debris Management Team following activation. Specific DMS locations have not been predetermined for purposes of this solicitation.

4. **Will the public bid opening April 16 be available to virtual attendees? And if so, can you please provide call in #, zoom/Webex link or similar for the responding bidders to be present?**
    - Yes, the public opening on April 16, 2026, at 2:15 PM EDT will be accessible to virtual attendees at: https://www.youtube.com/@townoffortmyersbeachfl33931/streams

5. **Does the Town have a monitoring firm contracted? If so, which monitoring Firm?**
    - Yes, the Town currently has contract in place with Tetra Tech, INC. for monitoring.

6. **Can the Town provide the address for their Emergency Operations Center?**
    - On Island: Town Hall, 6231 Estero Blvd, Fort Myers Beach, FL 33931
    - Off Island: Lee County Emergency Management, 2675 Ortiz Ave, Fort Myers, FL 33905

7. **Please confirm that pricing for Hazardous Trees and Hanging Limbs is for Cutting/Removal and Placing on ROW to be hauled off under A1.**
    - Yes, pricing for Hazardous Trees (as described in Section 10.15) and Hanging Limbs (as described in Section 10.16) within the Schedule of Values covers the cutting, removal, and placement of material at the right-of-way. Once placed at the ROW, the resulting debris becomes eligible for collection and hauling under the applicable Category A line items (e.g., A1 through A7) based on debris type. Proposers should price hazardous tree and hanging limb line items to reflect the specialized labor, equipment, documentation, and placement activities required, separate from the hauling and disposal pricing.

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239-765-0202



Southern Disaster Recovery, LLC

Company Name

Signature

Al McClaran / CEO

Print Name & Title

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ADDENDUM TO REQUEST FOR PROPOSAL

SOLICITATION NO.: 26-11-ES **Addendum No.: 4**

PROJECT NAME: Disaster Debris Removal and Disposal Services

DATE OF ISSUE: 4/13/26

Questions Received via Email

1. **Regarding the page count of the proposal, the rfp states: "*Resumes are not included within page restrictions but should be limited to one (1) page per person.*" Is there an overall page restriction?**

   Additionally: Throughout the evaluation criteria, there are multiple references to "page restrictions." However, the RFP appears to include only one specific statement defining page limitations, and that guidance seems to apply to a single section rather than the proposal as a whole. Could you please confirm whether page limits apply to all sections of the proposal, or only to the section explicitly identified? Additionally, if there are broader page restrictions intended, could you provide further detail on how they should be applied?
   - This was addressed in Addendum No. 2, Question 2. Page limits apply only to the Executive Summary (3 pages) and Resumes (1 page per person). There are no additional page limits for other sections of the submittal.

2. **Are tipping fees a pass-through expense?**
   - Yes. Tipping/disposal fees at final disposal sites are passed through to the Town at cost without mark-up or escalation (Section 9.8.9). The same pass-through-without-markup rule applies to disposal at non-designated locations (Section 9.6) and is restated in Category A, Note 1 and Category B, Note 1 of the Schedule of Values.

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239-765-0202

Southern Disaster Recovery, LLC

Company Name

Signature

Al McClaran / CEO

Print Name & Title

Town of Fort Myers Beach
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239-765-0202

COFFEE COUNTY BOARD OF COMMISSIONERS

224 West Ashley Street
DOUGLAS, GEORGIA 31533

(912) 384-4799
Fax (912) 384-0291

JOHNNY WAYNE JOWERS, CHAIRMAN
OSCAR PAULK, VICE-CHAIRMAN
AJ DOVERS, COMMISSIONER
JIMMY KITCHENS, COMMISSIONER
TED O'STEEN, COMMISSIONER

WESLEY VICKERS, COUNTY ADMINISTRATOR
TRACIE VICKERS, COUNTY CLERK
TONY ROWELL, COUNTY ATTORNEY
PRINCESS ZACHERY, HR DIRECTOR
ABBY PAULK, DEPUTY CLERK
GWEN SANDERS, ADMINISTRATIVE ASSISTANT

July 30, 2025

Mr. Chip Patterson
SDR
93 Sonia Drive
Greer, SC 29650

RE: Letter of Recommendation

Dear Mr. Patterson:

I am writing this letter to recommend SDR for disaster removal services. Coffee County, Georgia had a very positive relationship with SDR during the Hurricane Helene disaster. Our county was overwhelmed with devastation after the hurricane. SDR was on the ground literally within hours after the hurricane and provided all debris removal and disposal services until work was completed nine months later. During the whole process, SDR was able to deliver all that was promised, in a timely manner. I can't say enough about the support we received, especially from Chris Johnson, who was the SDR representative on our project. Mr. Johnson was professional and honest in all respects. I can say without a shadow of a doubt, we made the right decision when we selected SDR.

Sincerely,

Wesley Vickers, County Administrator

Coffee County Board of Commissioners is an equal opportunity employer and service provider.

ATTACHMENT A: PAST PERFORMANCE QUESTIONNAIRE (PPQ)

REVISED FEBRUARY 20, 2026

USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name: Southern Disaster Recovery, LLC **CAGE Code:** 6TXC1
Address: 93 Sonia Drive, Greer, SC 29650 **UEI:** WL8JR2CJ4HV1
Phone #: 864.469.9776
Email Address: bids@gosdr.com
Point of Contact (POC): Al McClaran **POC Phone #:**864.469.9776

2. Work Performed as:

☒**Prime Contractor** ☐**Subcontractor** ☐**Joint Venture** ☐**Other (Explain)**_____
Percent of project work performed: 100%
If subcontractor, who was the prime (Name/Phone #): N/A

3. Contract Information

Contract #: N/A **DO/TO # (if applicable):** N/A
Contract Type: ☒**Firm Fixed Price** ☐**Cost Reimbursement** ☐**Other (Explain)**
Contract Title: Hurricane Helene Debris Removal – FEMA DR 4830 (GA) PA Category A
Contract Location: Atkinson, Bulloch, Clinch, Coffee, Statesboro, and Washington Counties – This PPQ is for Coffee County specifically.
Award Date (mm/dd/yyyy): 10.01.2024
Contract Completion Date (mm/dd/yyyy): 06.30.2025
Actual/Projected Completion Date (mm/dd/yyyy): 06.30.2025
Explain Differences: N/A
Original Contract Price (Award Amount): $81,000,000.00
Final Contract Price (to include all modifications, if applicable): $103,725,697.00
Coffee County Total: $68,084,702.00
Explain Differences: Value added to address additional debris removal.

4. Project Description:

Complexity of Work ☒**High** ☐**Med** ☐**Routine**
How is this project relevant to project of submission? (Provide details such as similar equipment, requirements, conditions, etc.)
The State of Georgia faced widespread debris left by Hurricane Helene. SDR was contracted to provide debris removal and processing in various impacted counties in Georgia under the major disaster declaration **FEMA DR-4830-GA**. On this project, **SDR managed 6,646,932.70 total cubic yards (CY) of debris throughout the State** following Hurricane Helene.
Coffee County Total: 4,450,535.40 cubic yards

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name: Wesley Vickers
Title: County Administrator
Phone Number: 912-384-4799
Email Address: wesley.vickers@coffeecounty-ga.gov

6. Describe the client's role in the project:

POC for disaster clean up

7. Date Questionnaire was completed (mm/dd/yyyy): 3/2/2026

8. Client's Signature:

Formatting: Offerors may expand the fields in this form as necessary to ensure all information is included.

Primary Submission Method: The client completes the questionnaire and submits it directly to the Offeror. The Offeror will include the completed form with their proposal submission to USACE.

Alternative Submission Method: The client may submit the questionnaire directly to USACE. To do so, the client must contact the Offeror to obtain the correct USACE Point of Contact Information.

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.	
1. QUALITY:	
a) Quality of technical data/report preparation efforts	(E) VG S M U N
b) Ability to meet quality standards specified for technical performance	(E) VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	(E) VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	(E) VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	E (VG) S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E (VG) S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	(E) VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	(E) VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	(E) VG S M U N
d) Overall customer satisfaction	(E) VG S M U N
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E (VG) S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E (VG) S M U N
c) Government Property Control	E VG S M U (N)
d) Knowledge/expertise demonstrated by contractor personnel	(E) VG S M U N
e) Utilization of Small Business concerns	E (VG) S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E (VG) S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	(E) VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	(E) VG S M U N

5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	(E)	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	(E)	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	(N)
d) Is the Contractor's accounting system adequate for management and tracking of costs? If no, please explain in Remarks section.	E	VG	S	M	U	(N)
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.	E	VG	S	M	U	(N)
f) Have there been any indications that the contractor has had any financial problems? If yes, please explain below.	E	VG	S	M	U	(N)
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	(VG)	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	(VG)	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	(E)	VG	S	M	U	N
b) Compliance with contractual terms/provisions (explain if specific issues)	(E)	VG	S	M	U	N
c) Would you hire or work with this firm again? (If no, please explain below)	(E)	VG	S	M	U	N
d) In summary, provide an overall rating for the work performed by this contractor.	(E)	VG	S	M	U	N

Please provide responses to the above questions (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk *(please attach additional pages if necessary)*:

SDR was an excellent contractor to work with during hurricane Helene clean up. They performed all contract requirements as expected and met all deadlines I would not hesitate to use them again should we ever need their services in the future.

ATTACHMENT A: PAST PERFORMANCE QUESTIONNAIRE (PPQ)

REVISED FEBRUARY 20, 2026

USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name: Southern Disaster Recovery, LLC **CAGE Code:** 6TXC1
Address: 93 Sonia Drive, Greer, SC 29650 **UEI:** WL8JR2CJ4HV1
Phone #: 864.469.9776
Email Address: bids@gosdr.com
Point of Contact (POC): Al McClaran **POC Phone #:**864.469.9776

2. Work Performed as:

☒**Prime Contractor** ☐**Subcontractor** ☐**Joint Venture** ☐**Other (Explain)**_____
Percent of project work performed: 100%
If subcontractor, who was the prime (Name/Phone #): N/A

3. Contract Information

Contract #: N/A **DO/TO # (if applicable):** N/A
Contract Type: ☒**Firm Fixed Price** ☐**Cost Reimbursement** ☐**Other (Explain)**
Contract Title: Hurricane Helene Debris Removal – FEMA DR 4830 (GA) PA Category A
Contract Location: Atkinson, Bulloch, Clinch, Coffee, Statesboro, and Washington Counties – This PPQ is for Atkinson County specifically.
Award Date (mm/dd/yyyy): 10.01.2024
Contract Completion Date (mm/dd/yyyy): 06.30.2025
Actual/Projected Completion Date (mm/dd/yyyy): 06.30.2025
Explain Differences: N/A
Original Contract Price (Award Amount): $81,000,000.00
Final Contract Price (to include all modifications, if applicable): $103,725,697.00
Atkinson County Total: $13,750,713.00
Explain Differences: Value added to address additional debris removal.

4. Project Description:

Complexity of Work ☒**High** ☐**Med** ☐**Routine**
How is this project relevant to project of submission? (Provide details such as similar equipment, requirements, conditions, etc.)
The State of Georgia faced widespread debris left by Hurricane Helene. SDR was contracted to provide debris removal and processing in various impacted counties in Georgia under the major disaster declaration **FEMA DR-4830-GA**. On this project, **SDR managed 6,646,932.70 total cubic yards (CY) of debris throughout the State** following Hurricane Helene.
Atkinson County Total: 888,500 cubic yards

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name: Atkinson County Board of Commissioners, Robbie Stone
Title: EM Director
Phone Number: 912.422.4538
Email Address: r.stone@atkinson-ga.org

6. Describe the client's role in the project: Point of Contact for Atkinson County Board of Commissioners

7. Date Questionnaire was completed (03/01/2026):

8. Client's Signature:

Formatting: Offerors may expand the fields in this form as necessary to ensure all information is included.

Primary Submission Method: The client completes the questionnaire and submits it directly to the Offeror. The Offeror will include the completed form with their proposal submission to USACE.

Alternative Submission Method: The client may submit the questionnaire directly to USACE. To do so, the client must contact the Offeror to obtain the correct USACE Point of Contact Information.

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.	
1. QUALITY:	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N

5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? If no, please explain in Remarks section.	E	VG	S	M	U	N
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.	E	VG	S	M	U	N
f) Have there been any indications that the contractor has had any financial problems? If yes, please explain below.	E	VG	S	M	U	N
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions (explain if specific issues)	E	VG	S	M	U	N
c) Would you hire or work with this firm again? (If no, please explain below)	E	VG	S	M	U	N
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the above questions (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk *(please attach additional pages if necessary)*:

SDR provided very professional support within our County. Before the contract was awarded, we met with several contractors who provided Debris Management Services, the project manager for SDR was a wealth of knowledge to our County Officials, he didn't have to explain things in detail but chose to do so. Our community had never had to deal with Storm debris of this magnitude. He was very well experienced in storm cleanup, explaining how to calculate yards of debris to what would happen if awarded the contract, once the contract was awarded and work began he had by-weekly meetings to weekly meetings to bi-monthly meeting then to monthly meeting, all they way through the process, SDR was a very professional contractor who done a timely job, engaged the community, public and private, work was completed within the time frame, the quality was great, sub-contractors were always professional and friendly, financial documents were professional and detailed, explaining all work and how the bill works, all problems with private land owners were addressed professionally, if damaged happened, it was corrected.

Our County experience with SDR was very appreciated. The project manager was very professional and went the extra mile to keep leadership informed. Our County Government would most definitely hire this company again if such a need was there. Stayed within timeline, great quality, managed personnel efficiently, finance was managed professionally, all with no injuries reported, a safety first company.

Robbie Stone

###

ATTACHMENT A: PAST PERFORMANCE QUESTIONNAIRE (PPQ)

REVISED FEBRUARY 20, 2026

USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name: Southern Disaster Recovery, LLC **CAGE Code:** 6TXC1
Address: 93 Sonia Drive, Greer, SC 29650 **UEI:** WL8JR2CJ4HV1
Phone #: 864.469.9776
Email Address: bids@gosdr.com
Point of Contact (POC): Al McClaran **POC Phone #:**864.469.9776

2. Work Performed as:

☒**Prime Contractor** ☐**Subcontractor** ☐**Joint Venture** ☐**Other (Explain)**_____
Percent of project work performed: 100%
If subcontractor, who was the prime (Name/Phone #): N/A

3. Contract Information

Contract #: 19-IFB-015120-DAD **DO/TO # (if applicable):** N/A
Contract Type: ☒**Firm Fixed Price** ☐**Cost Reimbursement** ☒**Other (Explain) – T&M**
Contract Title: Regional Preposition Debris Hauling
Contract Location: North Carolina (entire state, Regions 1-13)
This PPQ is for Yancey County specifically.
Award Date (mm/dd/yyyy): 09.24.2020
Contract Completion Date (mm/dd/yyyy): 07.31.2025
Actual/Projected Completion Date (mm/dd/yyyy): 03.27.2026
Explain Differences: Contract extension reflects additional time needed for Yancey County cleanup from Hurricane Helene.
Original Contract Price (Award Amount): $54,500,000.00
Final Contract Price (to include all modifications, if applicable): $272,682,319.02 (through 12/31/2025)
Yancey County Total: $61,639,275.75
Explain Differences: Value added to address additional debris removal from Hurricane Helene.

4. Project Description:

Complexity of Work ☒**High** ☐**Med** ☐**Routine**
How is this project relevant to project of submission? (Provide details such as similar equipment, requirements, conditions, etc.)

SDR was activated on its pre-positioned contract with the State of North Carolina following the historic devastation caused by Hurricane Helene. Work was performed throughout various counties in Western North Carolina under FEMA major disaster declaration FEMA-DR-4827 (NC) PA Category A. During the Hurricane Helene activation, SDR managed **5,515,508 total cubic yards (CY) and 3,794,102 linear feet of debris:**

- 22,133.33 CY – PPDR CD
- 272,303.80 CY – PPDR Vegetative
- 88,483.90 TONS – PPDR Sand
- 12,357.51 CY – Waterway CD
- 537,597.80 CY – Waterway Vegetation
- 233,842.60 CY – CD ROW
- 4,348,798.07 – Vegetative ROW
- 825,000 – Bank Footage

Yancey County Total: 575,781.31 cubic yards

In total, for Hurricane Helene, SDR managed 74 Debris Management Sites and deployed 530+ collection crews. Our team fully financed and bonded this work, including providing 100% payment and performance bonds. SDR coordinated with multiple public agencies on these projects, including USACE, the State of North Carolina Emergency Management, and multiple counties. The work on these contracts was performed in close coordination with USACE, with USACE providing oversight for the overall mission.

CLIENT INFORMATION (Client to complete Blocks 5-8)
5. Client Information **Name:** Lynn Austin **Title:** County Manager **Phone Number:** 828-682-3971 **Email Address:** lynn.austin@yanceycountync.gov
6. Describe the client's role in the project: I have been the Counties point of contact for Debris Removal & FEMA Projects
7. Date Questionnaire was completed (mm/dd/yyyy): 3/13/26
8. Client's Signature: Lynn Austin

Formatting: Offerors may expand the fields in this form as necessary to ensure all information is included.

Primary Submission Method: The client completes the questionnaire and submits it directly to the Offeror. The Offeror will include the completed form with their proposal submission to USACE.

Alternative Submission Method: The client may submit the questionnaire directly to USACE. To do so, the client must contact the Offeror to obtain the correct USACE Point of Contact Information.

Future Use: This completed questionnaire may be duplicated and reused by the Offeror for future proposals on other USACE solicitations.

Verification: The U.S. Government reserves the right to verify all information provided on this form.

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.	
1. QUALITY:	
a) Quality of technical data/report preparation efforts	(E) VG S M U N
b) Ability to meet quality standards specified for technical performance	(E) VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	(E) VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	(E) VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	(E) VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	(E) VG S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	E (VG) S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	(E) VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	(E) VG S M U N
d) Overall customer satisfaction	(E) VG S M U N
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	(E) VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	(E) VG S M U N
c) Government Property Control	(E) VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	(E) VG S M U N
e) Utilization of Small Business concerns	(E) VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	(E) VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	(E) VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	(E) VG S M U N

5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	(E)	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	(E)	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	(E)	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? If no, please explain in Remarks section.	(E)	VG	S	M	U	N
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.	(E)	VG	S	M	U	N
f) Have there been any indications that the contractor has had any financial problems? If yes, please explain below.	(E)	VG	S	M	U	N
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	(E)	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	(E)	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	(E)	VG	S	M	U	N
b) Compliance with contractual terms/provisions (explain if specific issues)	(E)	VG	S	M	U	N
c) Would you hire or work with this firm again? (If no, please explain below)	(E)	VG	S	M	U	N
d) In summary, provide an overall rating for the work performed by this contractor. Excellant work by SDR	(E)	VG	S	M	U	N

Please provide responses to the above questions (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk *(please attach additional pages if necessary)*:

SDR have been great to work with. If we had any issues arise they worked through them in a timely manner.
When we asked for proper documentation they always came thru with what we needed and quickly.
Enviromental was spot on with our projects.
Contract terms has been honored. Overall they are "Exceptional"

January 5, 2024

Al McClaran, CEO, SDR
319 Garlington Road
Greenville, SC 29615
Regarding: Reference Letter

Dear Mr. McClaran,

Hurricane Idalia was a Category 3 hurricane at landfall in Big Bend Florida and was still a Category 1 hurricane as it impacted our community. It was reported that portions of Brooks County experienced some of the worst Hurricane Idalia storm damage in Georgia.

The SDR team was very responsive to our needs up to and following the hurricane's passage. It was clear that your team is very storm experienced and without hesitation or doubt, knew the right thing to do, not just at the right time, but for the entire time.

With such a significant impact on Brooks County, we knew we needed to get roads opened and get the community's recovery started quickly. Our Road Department was broken with more than 85% of its positions vacant with stressed and limited resources. We also knew we needed to anticipate and adhere to all possible State and Federal grant funding requirements that might subsequently come our way as we are a small community with limited revenue streams primarily funded on taxpayers' dollars and a well-guarded reserve.

Your team provided expert advice and support all along the way to ensure we were accomplishing our goals of rapid recovery and balancing post-disaster grant funding requirements.

SDR responded rapidly with equipment and personnel to establish a debris removal operations plan, Temporary Debris Management Sites, and immediately began eliminating hazards in the community. We are very appreciative of the experience of SDR's Project Manager Sonny Sims and SDR's Quality Assurance Director John Ward throughout the debris removal process and the benefit to Brooks County. The team worked with precision, continuity, consistency and maintained fiduciary accountability and responsibility through the entire process.

Thank you for the work and the partnership that your team accomplished with our community during the debris removal process. SDR helped Brooks County accomplish a recovery with unprecedented swiftness that left an impressive impression on our citizens as well as our neighboring counties.

Best regards,

Jessica McKinney
County Administrator
Brooks County, Georgia

Sincerely,

H. Carter Crawford ICMA CM
Brooklet City Manager

CC: Bob Jackson

Clinch County Board of Commissioners

County Administrator
Jaclyn James
County Attorney
Chad Corlee
County Clerk
Pam Welch

Henry Moylan, Chairman
Chad Brown, Vice Chairman
Bob Johnson, Commissioner
Roger Metts, Commissioner
Debra Thomas, Commissioner

www.clinchcountyga.gov

November 13, 2023

To Whom It May Concern:

After Hurricane Idalia, Clinch County contracted with SDR to provide debris removal services to remove vegetive debris along the roadways caused by the hurricane. Clinch County was very satisfied with SDR's services, along with their knowledge and expertise when it comes to disaster cleanup. They did a wonderful job keeping the county office updated each day as to their location and the progression of the cleanup. They were always very quick to resolve any complaints from the public. Clinch County would highly recommend their services to other local governments in need of debris removal.

Sincerely,

Jaclyn T. James, County Administrator

22 Court Square
Suite B
Homerville, GA 31634

912.487.2667 P
912.487.3658 F
jjames@clinchcountyga.gov

Gilchrist County Emergency Management
3250 North U.S. Highway 129
Bell, Florida 32619
(386) 935-5400 (386) 935-0294 Fax
rsmith@gcfr.org
Ralph Smith, Director of Emergency Management

Al McClaran, CEO
SDR
319 Garlington Road
Greenville, SC 29615

Regarding: Reference Letter
Dear Mr. McClaran,

Southern Disaster Recovery LLC (SDR) has been under contract with Gilchrist County as a "pre-event" for disaster debris removal services for just over three (3) years. As a matter of increasing the County's readiness for major disaster, the County issued an RFP for disaster debris removal services and SDR was selected as a service provider to Gilchrist County

During that period, SDR has been a great partner with the County by conducting pre-planning with us and participating in any disaster debris removal training or briefings we conducted.

Gilchrist County recently impacted by Hurricane Idalia in the 2023 hurricane season. Hurricane Idalia made landfall as a Category 3 hurricane; first Major hurricane on record to make landfall in this portion of Big Bend Florida. The consequences of Hurricane Idalia caused extensive tree/structure damage in our County.

SDR was very responsive to our needs in Gilchrist County; making contact to check on our status and determine any needs for road opening support. Your team stayed in contact with us which allowed Gilchrist County to get started on disaster debris removal weeks prior to our neighboring counties. The contribution to our overall disaster recovery and the community perception of our recovery was tremendous.
Thank you for the work and the partnership that your team makes with our community.
Best regards,

Ralph Smith
Emergency Management Director
Gilchrist County Public Safety
3250 N. U. S. Highway 129
Bell, Florida 32619
Office: 386-935-5400
Cell: 352-317-1076
FAX: 386-935-0294
rsmith@gilchrist.fl.us



THANK YOU!

SDR appreciates the Town of Fort Myers Beach's time and review of our proposal. We are committed to the success of our clients and look forward to the opportunity to work together in the future!

SDR
Confidence In Chaos™

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-466**

1. **Request:**

Meeting Date: May 18, 2026

Annual Performance Evaluation of Town Manager

Why the action is necessary:

Pursuant to Section 3.2 of the Town Manager's Employment Agreement, the Town Council is required to meet to review and evaluate the performance of the Town Manager on an annual basis. The first evaluation is scheduled to occur in May 2026, one year following the effective date of the agreement.

What the action accomplishes:

This action provides an opportunity for the Town Council to review and evaluate the Town Manager's performance for the period dated May 19. 2025 - May 18, 2026.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
COUNCILMEMBERS ITEMS AND REPORTS	Other	Talissa Oliveira, Human Resources Director

5. **Background:**

Pursuant to Section 3.2 of the Town Manager's Employment Agreement (Resolution 25-145), the Town Council is required to meet to review and evaluate the performance of the Town Manager on an annual basis. The first evaluation is scheduled to occur in May 2026, one year following the effective date of the agreement.

Attachments:

1. Town Manager Performance Evaluation 25-26 FILLABLE

Financial Impact:

There is no direct financial impact associated with conducting the evaluation. Any potential compensation considerations will be addressed separately, if applicable.

6. **Alternative Action**

7. **Management Recommendations:**

It is recommended that the Town Council proceed with conducting the Town Manager's performance evaluation.

8. **Recommended Approval:**

Talissa Oliveira, Human Resources Director	Created/Initiated - 5/7/2026
Joe Onzick, Finance Director	Approved - 5/8/2026
nancy stuparich, Town Attorney	Approved - 5/8/2026
Amy Baker, Town Clerk	Approved - 5/8/2026
William McKannay, Town Manager	Final Approval - 5/8/2026

Town Manager Performance Evaluation

Town of Fort Myers Beach

Evaluation period: May 19, 2025 to May 18, 2026

_____
Governing Body Member's Name

Each member of the governing body should complete this evaluation form, sign it in the space below, and return it to Talissa Oliveira, Human Resources Director. The deadline for submitting this performance evaluation is May 11, 2026.

Evaluations will be summarized and included on the agenda for discussion at the work session on Town Council Meeting on May 18, 2026.

_____
Town Manager's Signature

_____
Date

_____
Governing Body Member's Signature

_____
Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

5 = Excellent (almost always exceeds the performance standard)
4 = Above average (generally exceeds the performance standard)
3 = Average (generally meets the performance standard)
2 = Below average (usually does not meet the performance standard)
1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

_____ Diligent and thorough in the discharge of duties, "self-starter"

_____ Exercises good judgment

_____ Displays enthusiasm, cooperation, and will to adapt

_____ Mental and physical stamina appropriate for the position

_____ Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

2. PROFESSIONAL SKILLS AND STATUS

_____ Maintains knowledge of current developments affecting the practice of local government management

_____ Demonstrates a capacity for innovation and creativity

_____ Anticipates and analyzes problems to develop effective approaches for solving them

_____ Willing to try new ideas proposed by governing body members and/or staff

_____ Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

_____ Carries out directives of the body as a whole as opposed to those of any one member or minority group

_____ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions

_____ Disseminates complete and accurate information equally to all members in a timely manner

_____ Assists by facilitating decision making without usurping authority

_____ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

4. POLICY EXECUTION

_____ Implements governing body actions in accordance with the intent of council

_____ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization

_____ Understands, supports, and enforces local government's laws, policies, and ordinances

_____ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness

_____ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

5. REPORTING

_____ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide

_____ Responds in a timely manner to requests from the governing body for special reports

_____ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature

_____ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience

_____ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

6. CITIZEN RELATIONS

_____ Responsive to requests from citizens

_____ Demonstrates a dedication to service to the community and its citizens

_____ Maintains a nonpartisan approach in dealing with the news media

_____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests

_____ Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

7. STAFFING

_____ Recruits and retains competent personnel for staff positions

_____ Applies an appropriate level of supervision to improve any areas of substandard performance

_____ Stays accurately informed and appropriately concerned about employee relations

_____ Professionally manages the compensation and benefits plan

_____ Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

8. SUPERVISION

_____ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff

_____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level

_____ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office

_____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback

_____ Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

9. FISCAL MANAGEMENT

_____ Prepares a balanced budget to provide services at a level directed by council

_____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively

_____ Prepares a budget and budgetary recommendations in an intelligent and accessible format

_____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability

_____ Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

10. COMMUNITY

_____ Shares responsibility for addressing the difficult issues facing the city

_____ Avoids unnecessary controversy

_____ Cooperates with neighboring communities and the county

_____ Helps the council address future needs and develop adequate plans to address long term trends

_____ Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? _____

_____

_____

_____

_____

_____

_____

_____

What performance area(s) would you identify as most critical for improvement? _____

_____

_____

_____

_____

_____

_____

_____

What constructive suggestions or assistance can you offer the manager to enhance performance? _____

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period? _____