



ORIGINAL BID

For

Franklin County Clerk of Courts



RFP Disaster Debris Removal and Disposal Services

Due: September 14, 2018 | 3:00 pm



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3722 SW Spring Creek Ln.
Topeka, KS 66610
(785) 478-9805 – Office
(785) 478-4195 – Fax
ggathers@customtreecare.com
www.customtreecare.com

Franklin County Clerk of Courts
33 Avenue B #203
Apalachicola, FL 32320

Lori Hines,

Attached are completed bid proposal documents from Custom Tree Care (CTC) for Franklin County Clerk of Courts, RFP Disaster Debris Removal and Disposal Services. Our Disaster Response Division was founded over 13 years ago. CTC has operated as a successful, well-established “tree” company for 19 years providing services throughout the Midwest. Therefore, emergency recovery and storm debris removal is a natural fit. CTC has operated as either “the” prime contractor, the financing and singular prime subcontractor or a major first tier (sub) contractor in the recovery of over 85 major catastrophic events in 25 states.

Coming up through the ranks as a subcontractor, we have had the experience needed to streamline the recovery process, while maintaining our 100% safety record. We have also been able to develop and streamline debris removal, reduction and disposal to ensure that our teaming partners and the community receive the benefits of our experience.

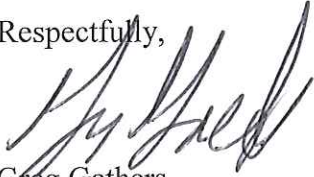
CTC, unlike many of the “major players” holds the advantage of owning a fleet of equipment which can readily provide the rapid response needed for any size project, in any location. We don’t have to “wait” for subcontractors to mobilize, get insurance, staff their equipment. Many primes are heavily dependent on rental equipment which may or may not be available when needed the most.

Our past performance is excellent, and we will strictly adhere to all requirements of this project including program standards as provided in FEMA’s “Debris Management Guide.” Custom Tree Care is registered to do business in the State of Florida and have completed several contracts of this nature in the past for school districts, Municipalities (cities and towns), counties, states and federal government. Our staff is trained in FEMA

practices and all work practices will conform to applicable OSHA, ANSI, and DOT standards.

Upon award we will provide all additional documentation required. We look forward to serving Franklin County Clerk of Courts in completion of this project.

Respectfully,

A handwritten signature in black ink, appearing to read "Greg Gathers", written over the word "Respectfully,".

Greg Gathers
CEO & ISA Certified Arborist
MW-4172A
Custom Tree Care, Inc.



3722 SW Spring Creek Ln.
Topeka, KS 66610
(785) 478-9805 – office
(785) 478-4195 – fax
ggathers@customtreecare.com
www.customtreecare.com

CAPABILITY STATEMENT

About

Established in 1999; Custom Tree Care, Inc. (CTC) has served residential, commercial, and government clients as a leading provider of tree removal, tree trimming, and debris management services. CTC has been involved as a prime and subcontractor on over 100 separate contracts spanning 25 states. CTC has completed projects performing routine tree maintenance and debris removal following several hurricanes, tornadoes, floods, wind, snow, and ice storms.

Services

- Emergency Road Clearance
- Debris Removal/ Management
- Tree Trimming
- Tree Removal
- Demolition
- Stump Grinding
- Reduction
- Disposal

Past Performance

- | | |
|-----------------------------------------|-------------------------|
| - National Park Service | - Topeka Public Schools |
| - Department of Veterans Affairs | - Saline County, KS |
| - United States Army Corps of Engineers | - Larimer County, CO |
| - VT Griffin | - City of Derby, KS |
| - Missouri Department of Transportation | - City of Lawrence, KS |
| - Picerne Military Housing | - City of Iowa City, IA |

- Kansas Department of Wildlife & Parks
- State of Iowa
- City of Kansas City, MO
- City of Shawnee, KS
- City of North Kansas City, MO
- City of Topeka, KS
- Iowa State University
- City of Horton, KS
- City of Warrensburg, MO
- City of Quincy, IL
- City of Council Bluffs, IA
- City of West Park, FL
- South Broward Drainage District
- City of St. Cloud, FL
- Pamlico County, NC
- Palm Beach County, Schools, FL
- Forsyth County, GA
- City of Roeland Park, KS
- City of O'Fallon, MO
- Housing Authority of Kansas City
- City of Roeland Park, KS

- City of Webster Groves, MO
- City of Springfield, MO
- University of Arkansas
- City of Gardner, KS
- City of Lee's Summit, MO
- City of Jefferson City, MO
- City of Holton, KS
- Kansas State University
- Cleveland Metroparks
- City of Boulder, CO
- Broward County Schools, FL
- Brazoria County, TX
- City of Lake Jackson, TX
- City of Goldsboro, NC
- City of Indianapolis, IN
- City of Memphis, TN
- City of Mission, KS
- Shawnee County, KS
- University of Central Missouri
- Wayne County, NC

Custom Tree Care, Inc. has a proven track record of safety, professionalism, integrity, and value. CTC has the resources and financial capability to complete projects on time and deliver results that meet our client's goals. The personnel of CTC are highly trained and certified in multiple NIMS, debris management, OSHA, FEMA documentation, and arborist courses. Our fleet of company owned equipment provides the immediate response once we are activated. If necessary, we have the means to quickly assemble and deploy additional personnel and equipment. When disaster strikes, we're ready to respond.

Greg Gathers
 CEO & ISA Certified Arborist
 ggathers@customtreecare.com
 (785) 221-7550 mobile



PAST PERFORMANCE

(AS A PRIME CONTRACTOR)

<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>CONTACT</u>
FL	School District of Palm Beach County	Debris Removal & Hauling Services Disaster Recovery Assistance		5/19/2016	Helen Stokes (561) 371-9011
FL	City of St. Cloud	Emergency Debris Management and Removal		6/23/2016	Kevin Felblinger (407) 957-7353
FL	City of West Park	Hurricane Debris Clearing / Removal		6/1/2016	Dan Millien (954) 964-0824
TX	City of Lake Jackson	Debris Removal 2016 Hurricane Season		3/23/2016	William Yenne (979) 415-2400
TX	Brazoria County	Debris Hauling		6/14/2016	Lesa Girouard (979) 864-1825
MO	Housing Authority of Kansas City	Tree Services		3/1/2015	Ric Chase (816) 968-4100
KS	City of Mission, KS	Nuisance Abatement		1/19/2016	Nilo Fanska (913) 676-8350
KS	City of Roeland Park	Nuisance Abatement		1/19/2016	Shiloh Wells (913) 722-2600
KS	Shawnee County	Line Clearance, Tree Trimming, Stump Removal & Emergency Services		9/22/2016	Tom Hammer (785) 251-2663
TN	City of Memphis	Emergency Removal Storm Debris		6/30/16- 6/30/18	Barry Levine (901) 237-2805
NC	Pamlico County	Vegetative and C&D Debris Removal		7/1/16- 6/30/18	Courtney Norfleet (252) 745-3133

<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>CONTACT</u>
NC	City of Goldsboro	Vegetative Debris Removal		8/4/2016	Tracy Barber (919) 580-4393
NC	Wayne County	Debris Clearing & Removal Services		11/14/2016	Noelle Woods (919) 705-1714
GA	Forsyth County	Debris Removal & Disposal Service		5/20/2016	JT Schwimer (770) 888-8872
MO	City of O' Fallon	On-Call Debris Removal		11/4/2015	Dan Buesse (636) 379-5492
MO	City of St. Louis	Emergency Debris Management		11/2/15- 10/31/20	Skip Kincaid (314) 613-7200
FL	Broward County Schools	Emergency Debris Cleanup & Removal		12/9/15- 11/30/18	Latoya Clark (754) 321-0504
KS	City of Derby	Brush Grinding	\$ 24,100.00	11/1/2015	Michael Day (316) 239-8693
CL	Cleveland Metroparks	2015 Tree Removal Program	\$ 66,300.00	10/1/2015	Jim Rodstrom (216) 739-6044
IL	City of Quincy	Storm Damaged Tree Removal & Trimming Project	\$ 275,400.00	10/1/2015	Jon Vrandenburg (217) 257-9380
IN	City of Indianapolis	Catastrophic Event Tree Response	Varies	10/1/15- 10/1/19	Bill Kinclus (317) 664-1166
MO	University of Central Missouri	On Call Tree Services IFB #9685	Varies	9/17/14- 12/17/18	Brad Mackey (660) 543-4495
MO	North Kansas City	Tree Maintenance Services	Varies	12/1/13- 11/30/18	Chris Cooper (816) 274-6004
MO	Missouri DOT - SW District	On Call Tree Trimming SW-14-029CS	Varies	12/5/13- 11/30/14	Christina Stephens (417) 895-7811
MO	Missouri DOT - KC District	On Call Tree Trimming KC-B13-018	Varies	6/14/13- 6/14/16	Toni Terry (816) 347-4112

<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>AMOUNT</u>	<u>DATE</u> 6/1/13- 6/1/16	<u>CONTACT</u>
MO	City of Kansas City, MO	Annual Tree Maintenance & EAB Tree Removal	Varies		Alice Hannon (816) 513-8566
KS	City of Topeka	Final Yard Clean-up	Varies	11/14/2012	Tim Davis (785) 368-0139
KS	City of Derby	2012-022 Brush Grinding	\$ 17,750.00	10/19/2012	Darryl Zimmerman (316) 734-4263
TX	National Park Service	P12PX28609	\$ 59,065.00	10/19/2012	Linda Whelles (432) 477-2807
KS	City of Lawrence, KS	Levee Clearing at Airport	\$ 63,000.00	5/18/2012	Steve Bennett (785) 832-3123
KS	City of Shawnee, KS	Tree Trimming & Emergency Tree Debris Removal Contract	Varies	6/1/11- 6/1/19	Tammy Snyder (913) 742-6267
TX	National Park Service	P7130100049 Tree Removal Services	\$ 31,670.00	10/8/2010	Linda Whelles (432) 477-2807
IA	Iowa State University	RFQ 61451 Disaster Recovery - Veenker	\$ 19,968.80	10/1/2010	Brian Burkheimer (515) 294-4793
SD	United States Army Corps. Of Engineers	W9128F-10-M-G034 Tree Trimming / Removal	\$ 87,025.00	9/6/2010	Gary Ledbetter (402) 667-2530
OK	VT Griffin (Fort Sill, OK)	Tree Pruning / Removal Debris Removal	\$ 308,950.00	2/24/2010	Richard Castleberry (580) 442-6557
OK	Picerne Military Housing (Fort Sill, OK)	Tree Pruning Debris Removal	\$ 316,552.50	2/2/2010	Greg Starkey (580) 581-2100
KS	Dept. of Veteran Affairs	Tree Services VA-786-P-0787	\$ 20,725.00	10/7/2009	Jayme Quinley (913) 683-1179
MO	City of Webster Groves, MO	Tree Removal	\$ 5,900.00	4/2/2009	Katie Nakazone (314) 963-5319
MO	City of Lees Summit, MO	Annual Tree Maintenance	Multiple	4/16/09- 4/15/15	DeeDee Tschirhart (816) 969-1087
IA	State of Iowa Woodward Resource Center	Tree Removal / Pruning	\$ 15,525.00	3/24/2009	Kim Polish (515) 438-3511
AR	University of Arkansas	Hazardous Limb Removal & Debris Removal	\$ 80,630.00	2/8/2009	Sam Emerson (479) 575-6172

<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>CONTACT</u>
AR	Dept. of Veteran Affairs	Hazardous Limb Removal & Debris Removal VA-564-C90185	\$ 59,900.00	2/9/2009	Kevin Garrison (479) 444-4006
KS	Dept. of Veteran Affairs	Tree Services VA-786-08-RP-0243	\$ 51,300.00	9/26/2008	Jayne Quinley (913) 683-1179
KS	City of Lawrence, KS	Emergency Tree Services	Multiple	1/1/08- 12/31/19	Crystal Miles (785) 832-7970
KS	USD #501 Schools Topeka, KS	Tree Services	Multiple	Various Dates	Gary Menke (785) 295-3095
KS	City of Holton, KS	Line Clearance Trimming	\$ 114,534.76	8/29/2008	Scott Frederickson (785) 364-7977
KS	Fort Riley, KS	Tree Trimming, Removal, Stump Grinding	\$ 362,700.00	7/24/2008	John Barber (785) 239-6537
KS	City of Horton, KS	Hazardous Limb Removal Debris Hauling & Removals	\$ 99,949.28	5/12/2008	Levi Henry (785) 486-2681
KS	City of Holton, KS	Hazardous Limb Removal	\$ 57,238.00	4/11/2008	Rex Cameron (785) 364-3379
KS	City of Junction City, KS	Tree Trimming, Removal, & Debris Hauling	\$ 15,441.59	3/1/2008	Steve Hoambrecker (785) 238-7142
KS	City of Topeka, KS	Debris Hauling	\$ 57,790.00	1/15/2008	Adam Moser (785) 368-3758
MO	City of Springfield, MO	027-2008 Tree Removal	\$ 24,160.00	11/1/2007	Joe Payne (417) 864-1135
KS	Dept. of Veterans Affairs	Tree Services VA-786-07-RP-0282	\$ 58,695.00	9/27/2007	Jayne Quinley (913) 683-1179
IA	Iowa City, IA	08-28 Tree Removal	\$ 8,950.00	9/24/2007	Rea Lyn Schepers (319) 356-5106
CO	Larimer County, CO	07-29 Tree Removal	\$ 12,950.00	9/19/2007	Lonnle Berett (970) 498-5671
KS	Salline County, KS	06-0768 Tree Trimming	\$ 31,730.00	10/31/2006	Nell Cable (785) 826-6525
KS	Salline County, KS	05-5114 Tree Trimming	\$ 4,200.00	10/31/2006	Nell Cable (785) 826-6525

<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>CONTACT</u>
KS	City of Lawrence, KS	65349 Tree Trimming	\$ 4,400.00	9/16/2006	Jim Beebe (785) 423-0889
IA	Iowa City, IA	07-16 Tree Removal	\$ 11,600.00	8/4/2006	Rea Lyn Schepers (319) 356-5106
KS	City of Lawrence, KS	64907 Tree Removal	\$ 6,500.00	6/19/2006	Jim Beebe (785) 423-0889
KS	City of Lawrence, KS	64616 Tree Trimming	\$ 4,475.00	5/8/2006	Jim Beebe (785) 423-0889
MO	City of Jefferson City, MO	2262 Tree Trimming & Removal	\$ 18,800.00	4/26/2006	David Grellner (573) 634-6423
KS	Kansas Department of Wildlife Parks	09046 Tree Trimming & Removal	\$ 11,500.00	3/4/2006	Alan Stoops (620) 672-0715

(AS A SUBCONTRACTOR)

<u>ST</u>	<u>EVENT / DESCRIPTION</u>	<u>*PRIME CONTRACTOR</u>	<u>JOB NAME</u>
LA	Flooding	DRC	City of Baton Rouge
LA	Flooding	TFR	I.A DOT
NC	Hurricane Matthew	Class A (KDF)	NC DOT
FL	Hurricane Matthew	HDR (JB Coxwell)	City of Jacksonville
FL	Hurricane Matthew	Kalser Kane	FL DOT - District 2
SC	Ice Storm	County Waste	Georgetown County
NJ	Hurricane Sandy	Beeghly Tree (Ashbriitt)	New Jersey Tree Trimming & Debris Removal
NY	Hurricane Sandy	Arbormasters (Looks Great Services)	Long Island Railroad
KS	Landclearing	Charah, Inc.	Clearing / Grubbing for Westar Energy
CT	Snowstorm	Arbormasters	Glastonbury, CT
MA/CT	Snowstorm	Beeghly Tree (Ashbriitt)	Various In MA & CT
VA	Hurricane Irene	Garrettson Const. (Phillips & Jordan)	Prince George / Dinwiddle Co., VA
VA	Hurricane Irene	Crump Construction (OMNI)	Henrico Co., VA
AL	Tornado - Leaner/Hanger	Bolt Const. (Phillips & Jordan)	Jackson Co., AL
AL	Tornado - Leaner/Hanger	Thunder (Phillips & Jordan)	DeKalb Co., AL
AL	Tornado - Leaner/Hanger	Garrettson Const. (Phillips & Jordan)	Cullman Co., AL
MO	Tornado - Debris	Optimal Recovery (Phillips & Jordan)	Joplin, MO
AL	Tornado - Debris	Bamaco (Phillips & Jordan)	DeKalb Co., AL
AL	Tornado - Debris	Optimal Recovery (Phillips & Jordan)	Elmore Co., AL
AL	Tornado	Aster & Cross	AT&T Line Clearing
AL	Tornado - Debris	Optimal Recovery (Phillips & Jordan)	Tuscaloosa, AL
AL	Tornado - Debris	Ceres	Pleasant Grove, AL
MD	Line Clearance	Evans Tree Works (Merciers)	PG&E Line Clearance
SC	Tree Removal	SRS, Inc.	SC DOT
MS	Tornado - Debris	Crump Construction (SRS)	Yazoo City, MS
MS	Tornado - Debris	Deason Construction (SRS)	Holmes Co., MS
TN	Flood - Debris	Deason Construction (SRS)	Nashville, TN
TN	Flood - Debris	B & B Environmental (DRC)	Nashville, TN
TX	Hurricane Ike	B & B Environmental (DRC)	Galveston, TX ROE
KS	Ice Storm	Pro-Line Construction	Doniphan Co. Electric Co-op
KY	Ice Storm	Bamaco	Henderson County, KY
AR	Ice Storm	SRS, Inc.	Springdale, AR
AR	Ice Storm	United Disaster Response (DRC)	Fayetteville, AR
AR	Ice Storm	DEH (DRC)	Green County, AR
TX	Hurricane Ike	Cahaba (DRC)	Galveston, TX
TX	Hurricane Ike	DEH (AshBritt)	Pasadena, TX
TX	Hurricane Ike	TL Disaster Service (DRC)	Kingwood, TX
TX	Hurricane Ike	United Disaster Response (TFR)	Polk County, TX
TX	Hurricane Ike	United Disaster Response (TFR)	Fort Bend County, TX
LA	Hurricane Gustav	Integrated Pro Services	Terrabonne Parish, LA
NE	Wind Storm	United Disaster Response (TFR)	Omaha, NE
MO	Ice Storm	Integrated Pro Services	St. Joseph, MO

<u>ST</u>	<u>EVENT / DESCRIPTION</u>	<u>*PRIME CONTRACTOR</u>	<u>JOB NAME</u>
MO	Ice Storm	United Disaster Response (Crowder)	Joplin, MO
OK	Ice Storm	United Disaster Response (Bamaco)	Del City, OK
OK	Ice Storm	United Disaster Response (Bamaco)	Mustang, OK
OK	Ice Storm	United Disaster Response (Crowder)	Sand Springs, OK
LA	Hurricane Katrina	Integrated Pro Services (Ceres)	Jefferson Parish, LA
LA	Hurricane Katrina	Templar Titan (Phillips & Jordan)	Orleans Parish, LA
MO	Ice Storm	BLG Environmental (DRC)	Springfield, MO
MO	Ice Storm	Ace Tree Service (DRC)	Greene County, MO
NY	Snow Storm	United Disaster Response (TFR)	Erie County, NY
FL	Hurricane Wilma	United Disaster Response (TFR)	City of Hollywood, FL
LA	Hurricane Katrina	United Disaster Response (OMNI)	St. Tammany Parish, LA
LA	Hurricane Katrina	United Disaster Response (TFR)	Louisiana DOT
LA	Hurricane Katrina	United Disaster Response (OMNI)	City of New Orleans, LA
LA	Hurricane Katrina	Kansas City Tree Care (TFR)	NAS New Orleans
*SUB TO PRIME CONTRACTOR			



November 28, 2017

RE: Recommendation Letter for Custom Tree Care, Inc.

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

To whom it may concern:

It is with great pleasure that I write this letter of recommendation for Custom Tree Care, Inc. (CTC).

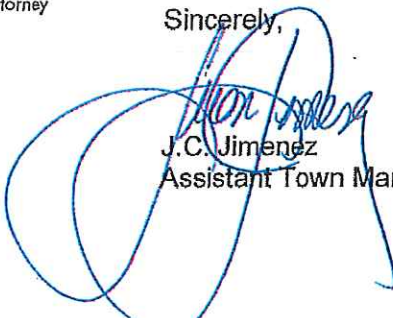
The Town contracted with CTC for Disaster Debris Management Services in June of this year at the beginning of Hurricane Season. Three months later, Hurricane Irma came through South Florida and the Town quickly called upon CTC for help. CTC arrived on site prior to the hurricane and remained on site until the cleanup was complete. Their crews began cutting up and cleaning up debris immediately following the storm and did not stop until the cleanup efforts were completed in less than 3 weeks. The debris was then grinded down and hauled off to the landfill, with the final load being hauled on October 17, 2017. Needless to say, CTC was remarkably responsive and thorough in completing post hurricane cleanup operations.

In addition to their incredible cleanup efforts, CTC and their staff are extremely knowledgeable with the FEMA guidelines and required documentation. They provided the Town with all of the documents required for federal assistance in a neat and orderly manner. During their first field visit, the FEMA representative received all of the information required and our request for reimbursement is currently being processed.

Greg and his crew at CTC are extremely professional, competent, courteous and are truly a pleasure to work with. Hiring CTC is, without question, the best decision that I have ever made.

If you need any additional information, please do not hesitate to contact me at 305-866-6241 or at jcjimenez@bayharborislands-fl.gov.

Sincerely,


J.C. Jimenez
Assistant Town Manager

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER



SOUTH BROWARD DRAINAGE DISTRICT

March 19, 2018

To Whom It May Concern

RE: LETTER OF REFERENCE FOR CUSTOM TREE CARE, INC.

To Whom It May Concern:

Please be advised that Custom Tree Care, Inc. provided contract services to South Broward Drainage District (SBDD) for Hurricane Irma debris removal and disposal.

Custom Tree Care, Inc. assisted SBDD in the removal of Hurricane Irma debris (trees and vegetation) from within water bodies at approximately 100 locations throughout SBDD's jurisdictional boundaries. In addition, Custom Tree Care, Inc. loaded and hauled 1,110 Cubic Yards (CY) of stockpiled debris from SBDD's Disaster Debris Management Site (DDMS) to the Broward County landfill approximately 30 miles away.

Custom Tree Care, Inc. performed all of its work in accordance with the terms and conditions of the contract with SBDD.

If you have any questions or require any additional information regarding this letter of reference, please call.

Sincerely,

SOUTH BROWARD DRAINAGE DISTRICT

Kevin M. Hart, P.E., CFM
District Director



City of West Park
1965 South State Road 7
West Park, FL 33023
Phone: 954-989-2688
Fax: 954-989-2684

www.cityofwestpark.org

Eric H. Jones, Jr.
Mayor

...

Brian C. Johnson
Vice-Mayor

...

Felicia M. Brunson
Commissioner

...

Thomas W. Dorsett
Commissioner

...

Kristine Judeikis
Commissioner

...

W. Ajibola Balogun
Administrator

...

Alexandra Grant
Clerk

March 27, 2018

Subject: Custom Tree Care, Letter of Reference

To whom it may concern:

The subject vendor is currently one (1) of our contracted emergency debris collectors/haulers and played an instrumental part with our recovery during the Hurricane Irma event, here in Broward County, during fall of 2017. Their staff is responsive to our needs and professional while performing contracted duties. We hold no reservation as to recommending C.T.C. to fellow colleagues and plan to utilize their expertise in the near future.

If you have any question and/or concerns please contact me at 954-964-0284.

Sincerely,

Daniel Millien
Public Works Operations Manager



To whom it may concern:

Custom Tree Service / Greg Gathers has been working with Conrad Tree Service for 5 years now. He has helped us on many jobs, both County jobs(Marion) as well as private home jobs. If you have any questions, please don't hesitate to contact me.

A handwritten signature in black ink, appearing to read "T. Conrad", is written above the printed name.

Thomas Conrad

Cell # 352-427-5405

City of Goldsboro
1601 Clingman Street
Goldsboro, NC 27533
919.734.8674
www.goldsboronc.gov

"Getting DIRTY so the City Can Shine!"



Letter of Reference

Greg,

I just wanted to pass on our thanks and appreciation for working with us and the citizens of Goldsboro during our recovery efforts after hurricane Matthew. Your staff was extremely accommodating and willing to work with us at every level to ensure debris was collected and removed as expediently as possible from within our City.

Your flexibility and willingness to continue to haul vegetative debris, even weeks after being awarded a separate contract to haul C & D debris, allowed us time to ensure all vegetative debris was collected and hauled away.

It was a pleasure doing business with you I would definitely recommend Custom Tree Care for future services.

Respectfully,

A large, stylized handwritten signature in black ink, appearing to read "R. Fletcher III".

Richard E.A. Fletcher III
Interim Public Works Director
City of Goldsboro, NC

TO WHOM IT MAY CONCERN:

Please accept this letter of recommendation for Custom Tree Care, Inc.

CTC, Inc. worked on numerous projects for Storm Reconstruction Services, Inc. performing debris removal, debris reduction and disposal for the past 10 years.

During that time, CTC, Inc. performed all projects in a professional, safe manner and met or exceeded all Project deadlines. They also went above and beyond the usual requirements, ensuring that all personnel had all certifications, licensing, insurances and bonding that gave them a more competent edge

Mr. Greg Gathers, President and Owner of CTC, Inc. communicated openly with the Project managers and assisted in sharing the responsibility of the jobs as if they were his own.

CTC, Inc. has grown to become a major contender in the disaster recovery business. CTC, Inc. has the latest equipment suitable to perform the tasks at hand. Mr. Gathers' handpicked crews possess the training, backgrounds and expertise to perform all operations efficiently and effectively. CTC, Inc. is able analyze and assess the most expedient recovery plans and provide their contracting partners with immediate boots on the ground service.

Storm Reconstruction Services, Inc. highly recommends Custom Tree Care, Inc. as your next Prime Contractor in any size catastrophic recovery operation.

If you would like additional information, please phone me on my cell 205-242-1501.

Sincerely,

C. Patton
Vice President (Retired)
Operations Manager

Storm Reconstruction Services, Inc.

TO WHOM IT MAY CONCERN:

Please accept this letter of recommendation for Custom Tree Care, Inc.

Witt O'Briens had the pleasure of working alongside Custom Tree Care, Inc. during November and December 2016. During that time, our prime responsibility was to monitor, document and validate all debris activities performed by the contractors.

We found Custom Tree Care, Inc to be the most professional, and safety- minded contractor we have ever worked with.

They performed all required duties in a timely manner, utilizing the best maintained equipment for the purpose.

The required documentation provided to us exceeded what we have experienced in the past. Thereby, allowing the contracting agency to receiving federal, state and other compensation in a most expedient manner.

We feel that, although Custom Tree Care, Inc. may not be the largest or the oldest in the emergency recovery business they are by far one of the best in the business.

Therefore, we are happy to give a full recommendation on their services.

Please contact Ryan Booth at 251-509-6923 or rbooth@wittobriens.com for further information.

Sincerely,

Ryan Booth
Debris Operations Specialist
Witt O'Briens



Current Debris Removal Contract List

❖ Florida

- Broward County Public Schools
- School District of Palm Beach County
- City of St. Cloud
- City of West Park
- South Broward Drainage District
- Town of Bay Harbor Islands
- Santa Rosa County School Board

❖ Georgia

- Forsyth County

❖ Indiana

- City of Indianapolis

❖ Kansas

- City of Lawrence
- City of Shawnee
- City of Mission
- City of Roeland Park
- Shawnee County

❖ Louisiana

- New Orleans Park

(Continued on page A16)

❖ **Mississippi**

- Lee County

❖ **Missouri**

- City of St. Louis
- City of O'Fallon
- City of North Kansas City
- University of Central Missouri
- Missouri Department of Transportation
- Housing Authority of Kansas City
- City of Independence
- Franklin County

❖ **North Carolina**

- Pamlico County
- City of Goldsboro
- Wayne County
- Town of Emerald Isle
- Town of Atlantic Beach
- Town of Belville
- Town of Carolina Beach
- Town of Wrightsville Beach

❖ **Tennessee**

- City of Memphis

❖ **Texas**

- Brazoria County
- City of Sweeny
- Chambers County
- HGAC (Houston-Galveston Area Council)
- City of Cedar Hill
- City of Oyster Creek



References

<u>CLIENT</u>	<u>DESCRIPTION</u>	<u>CONTACT</u>
City of Boulder, CO P.O. Box 791 Boulder, CO 80306	Debris Removal, Storm Damaged Tree Trimming & Removal	Kara Mertz (720) 878-6127 mertzka@bouldercolorado.gov
City of Quincy, IL 730 Maine Street Quincy, IL 62301	Debris Removal, Hazardous Stump Removal, Storm Damaged Tree Trimming & Removal	Jon Vrandenburg (217) 257-9380 jvrandenburg@quincyll.gov
City of Derby, KS 611 Mulberry, Ste. 300 Derby, KS 67037	Brush Grinding	Michael Day (316) 239-8693 michaelday@derbyweb.com
City of Lawrence, KS 6 East 6th Street Lawrence, KS 66044	Tree Trimming, Tree Removal & Debris Removal	Crystal Miles (785) 832-7970 cmiles@lawrenceks.org
City of Shawnee, KS 11110 Johnson Drive Shawnee, KS 66203	Debris Removal, Tree Trimming & Tree Removal	Randy Martin (913) 742-6958 rmartin@cityofshawnee.org
City of Kansas City, MO 1520 W. 9th Street Kansas City, MO 64101	Tree Trimming, Tree Removal, Stump Removal & Debris Removal	Louis Cummings (816) 719-3176 louis.cummings@kcmo.org
City of North Kansas City, MO 2010 Howell St. North Kansas City, MO 64116	Tree Trimming, Tree Removal & Debris Removal	Chris Cooper (816) 274-6004 ccooper@nkc.org
City of Goldsboro, NC P.O. Box Drawer A Goldsboro, NC 27530	Vegetative Debris Removal	Tracy Barber (919) 580-4393 tbarber@goldsboronc.gov
Wayne County, NC 224-226 E. Walnut St. Goldsboro, NC 27533	Debris Clearing & Removal Services	Noelle Woods (919) 705-1714 noelle.woods@waynegov.com



Current Industry Association Memberships

- Arkansas Emergency Management Association
<http://www.arkansas-ema.org>
- Better Business Bureau
<http://www.bbb.org>
- Emergency Management Association of Texas
<http://www.emat-tx.org>
- Florida Emergency Preparedness Association
<http://www.fepabeta.org>
- International Association of Emergency Managers
<http://iaem.com>
- International Society of Arboriculture
<http://www.isa-arbor.com>
- Iowa Emergency Management Association
<http://iowaema.com>
- Kansas Emergency Management Association
<http://www.kema.org>
- Louisiana Emergency Preparedness Association
<http://lepa.org>

(Continued on page A19)

- Missouri Emergency Management Association
<http://www.mo-ema.org>
- National Emergency Management Association
<http://www.nemaweb.org>
- North Carolina Emergency Management Association
<http://www.ncema.net>
- Oklahoma Emergency Management Association
<http://www.oema.us>
- South Carolina Emergency Management Association
<http://www.scemaonline.org>
- Tree Care Industry Association
<http://tcia.org>

PRE-EVENT /EVENT RESPONSE TIME

Due to our experience with rapid mobilization and the need for communication with our contracting partners, CTC, Inc. has developed procedures to minimize the time necessary to respond to a disaster. We can mobilize the required number of crews and personnel within 24 hours of a Notice to Proceed. In the instance of hurricanes, especially for predisposition contracts, response time is even faster.

PRE-POSITIONING

During hurricane season, CTC, Inc. closely watches the buildup of potential tropical storms or hurricanes. As a storm approaches a location for which we have a predisposition contract, we will begin placing staff on alert and pre-positioning both staff and equipment. The Regional Manager nearest that location will be responsible for coordinating those efforts.

The pre-positioned resources will:

- 1) Be located as close to the potential impact area as possible without putting them in harm's way
- 2) Have recovery equipment immediately accessible to our contracting partners. We take into consideration that damaged or destroyed by the storm obviously affects the timely response capability, therefore;
- 3) Provide Local, experienced subcontractors who are on standby and alert, and will provide details on their resources that can be deployed immediately upon request.

As the storm nears landfall, and the potential impact on the area becomes more refined, Our Management Team and specialists will:

- 1) Make an initial assessment of size of the potential debris problem.
 - 2) Make a determination of what additional resources may be needed, based on that previous assessment.
 - 3) Determine how those resources will be deployed.
 - 4) Transmit information to potential subcontractors. In most catastrophic events, our prime subcontractors are familiar with the procedure and headed to the affected areas.
 - 5) Provide a buildup of resources over a short period of time as needed.
- Until the immediate response agencies (law enforcement, fire departments, etc.) provide approval, there will be a limitation on the amount of debris removal equipment that can be moved into an area and what operations can be initiated.

That means that we can have the equipment and personnel available within a short period of time, but remains committed to close coordination with the immediate responders' needs. Resources will be deployed to provide the best response commensurate with limitations established by the immediate responders.

IMMEDIATE DEBRIS OPERATIONS

We have in-house resources to begin debris operations almost immediately, especially debris clearance (moving debris to the sides of the roads and streets to allow access of emergency vehicles). As the information regarding the extent of the debris impact areas becomes more exact, the amount and type(s) of equipment required to conduct an efficient operation will become more refined.

This general procedure ensures that, in the event of a hurricane (or other disaster that provides some warning), we can have trained, experienced personnel with appropriate equipment on site and working in a minimum amount of time -- regardless of the location of that disaster.

In the immediate aftermath of a disaster for which there was no warning (tornado, earthquake, bombing), the deployment procedures developed and used by us still minimize the time required to adequately respond. All equipment is maintained in a ready-to-deploy condition. Personnel are accustomed to short notice, and the internal communications system used by us ensures that key personnel are readily available. In most instances, we can be operational on-site within 24 hours, often before access is permitted to portions of the damaged area. Frequently, that time is much less than 24 hours after receipt of a Notice to Proceed.

We understand the necessity to begin debris operations quickly and conduct them efficiently.

Technical Approach

Mobilization Plan

This Mobilization Plan outlines the approach strategy that CTC, Inc. uses after a state of disaster. We fully recognize and comprehend that it is our pre-emptive duty to ensure sure that this plan is carried out in a time of emergency when you may have no way to communicate with us. Therefore, we assume the responsibility of being able to move into the impacted area and carry out our assigned mission, with full capability, no matter how severe the damage may be.

Our years of experience tell us that when equipment is brought in from multiple different directions, including right here in your community, we are able to provide a more expedient mobilization. This is why, with a pre-event contract in place, we plan in advance to call resources in from numerous different locations, and via numerous different routes of entry.

Our subcontractors, who are local to your area, are experienced and aware of the needs of CTC, Inc. They become integral members of our advance planning team. Their input and area knowledge are called up during both advance planning, and post-event response operations.

For those events that impact is forecast (hurricanes, tropical storms, ice storms, and floods) there is advance warning and an ability to monitor and track the developing weather pattern. For these predictable events, sufficient time is allowed for confirmation of situation-specific pre-planning efforts and preparation which ultimately allows for a more rapid and coordinated mobilization. With these forecast events, CTC, Inc. will identify several staging areas within a 50 -100 mile radius of the forecast impact zone and mobilize the equipment and manpower needed for the immediate push. Through this advance planning, we are able to guarantee an immediate response to the emergency clearance of debris from the roadways phase of operations. CTC, Inc. will pre-position personnel and equipment in your community when directed. We will identify several points and paths of entry into your community/damage zone can be made. The number and use of these areas will depend largely on the size and destructive force of the event that is being responded to. In addition, multiple points-of-entry or paths into critical response zones will be identified.

The CTC, Inc. Project Manager will be in close contact with your Project Manager or designed POC, as the event impact draws closer. If required, we will arrive with our advance team and position ourselves in your Emergency Operations Center (EOC) or other suitable Debris Command Center prior to the landfall of a storm, regardless of anticipated storm category. Coordination can then be affected regarding the entry of response entry into the damage zone.

The Mobile Command Center will normally be in place within 24 hours, if required, after the Notice to Proceed and provide the communication link between all agencies, and provide a field site for daily briefings and coordination. This Command Center enables CTC, Inc. to have unlimited access, via satellite, that will provide phone, fax and broadband Internet connection regardless of damage to cable and local wireless infrastructure.

CTC, Inc. has established the following schedules of crew deployment for your community. The quantity and make-up of crews required will be made during the Initial Damage Assessment (IDA) stage, immediately following the event. Categories of hurricanes have been selected as representative indicators of the damage likely to occur. These only represent a baseline on which to illustrate our mobilization schedule for you.

Category 1 & 2 Hurricanes / Tropical Storms/Ice/Snow Storms -- Spot Jobs/Small Event (Vegetative Debris Only)

- 80% of crews within 24 hours of NTP
- 100% of crews within 48 hours of NTP

Category 3 Hurricanes / Tropical Storms/Ice/Snow Storms -- Significant Event (Woody and C&D Debris)

- 40% of crews within 24 hours of NTP
- 60% of crews within 48 hours of NTP
- 100% of crews within 72 hours of NTP

Category 4 Hurricanes/Tropical Storms/Ice/Snow Storms -- Significant/Catastrophic Event (All Categories of Debris)

- 25% of crews within 24 Hours of NTP
- 40% of crews within 48 hours of NTP
- 60% of crews within 72 hours of NTP
- 100% of crews within 96 Hours of NTP

Category 5 Hurricanes Tropical Storms/Ice/Snow Storms / -- Catastrophic Event/Total Devastation (All Categories of Debris)

- 25% of crews within 24 hours of NTP
- 60% of crews within 72 hours of NTP
- 100% of crews within 96 hours of NTP

CTC, Inc. is familiar with catastrophic events of all scope and sizes. CTC also monitors its performance on a daily basis, and after consultation with you, will bring more resources as necessary to meet your developing schedule for work output.

Operations and Management Plan

In general terms, following a written Notice to Proceed, CTC, Inc. debris management work will typically consist of the following, as listed in chronological (though often overlapping or concurrent) order. Each of these work tasks will be closely coordinated with and as directed by City or County staff.

1. Pushing and clearing debris from primary arterial highways that serve previously identified critical facilities. No attempt to remove debris is made at this time. The objective of this "cut and push" effort is to open roadways to emergency response vehicular traffic. This work is conducted during the "emergency period" immediately following the event with FEMA guidelines limiting it to the first 70 work hours and may include working between sundown and sunup. A great emphasis is placed on safety during this time as downed power line present a true hazard to the health and safety of response crews. Close coordination with the local electrical company will be conducted throughout this period.
2. During this timeframe, debris removal equipment and personnel will begin to be "checked in" with all necessary documentation gathered, and trucks and trailers measured (CY) for maximum load carrying capacity and identification placards installed. Also during this time, the Temporary Debris Staging and Reduction Sites (TDSRS) will be located, regulatory approval gained for, and construction for operations begun.
3. As soon as the TDSRS is ready to receive debris (interior haul roads established and traffic control patterns formulated; site does not need to be ready for reduction/recycling efforts at this time), debris removal crews will be dispatched to begin gathering, loading and hauling debris to its designated site (vegetative debris will be taken to the TDSRS and Construction and Demolition (C&D) debris will be taking to a local, lawfully permitted landfill or other site as may be specified.
4. As the number of crews and equipment increases (called the "ramp up" period), so does the need for qualified monitors to be assigned to each crew, or zone. These monitors will issue load tickets for each load of debris managed, and certify to reimbursement agencies its "eligibility." Our crews are generally kept in the same zone and sector throughout the clean-up. This helps to identify responsible parties when damage to private property is reported, investigated, and resolved.

5. Citizen drop-off points may be established in the community. This gives those citizens who wish to remove debris from their private property a place to bring it, and greatly reduces the number of illegal dumping complaints that will be received. CTC, Inc. will provide the necessary equipment and manpower to safely operate these sites, and clean them of all debris at the end of each day.
6. As debris removal operations progress, and the TDSRS is made ready for reduction/recycling operations (including baseline environmental (soil and groundwater sampling when required), debris removal crews will continue on a daily, uninterrupted basis, to haul vegetative debris and recyclables to the TDSRS. C&D debris will continue to be hauled to a local, lawfully permitted landfill. Additional crews will be brought in to conduct all tree trimming and stump removal operations.
7. Debris removal crews will normally make three scheduled passes in each zone and sector. Approximately 60% of all debris managed is removed from the right-of-way during the first pass. Once the majority of vegetative and C&D debris have been removed, White Goods (washers, dryers, refrigerators, freezers, air conditioning units, stoves, water heaters, and dishwashers) will be loaded and hauled to either the TDSRS for recycling, or to a local, lawfully permitted landfill as directed.
8. Multiple, scheduled passes will be made until debris removal operations are completed, as determined by the government contracting agency.
9. As debris operations begin to come to a close (the "ramp down" period), crews and equipment that are no longer required will be released from duty.
10. Once all activities are completed at the TDSRS, site closure will begin. This includes, but is not limited to the following:
 - Removal of all debris reduction by-products.
 - Removal of all equipment, office trailers, inspection towers, and portable toilets and wash stations.
 - Removal of all stone utilized to create points of ingress and egress, interior haul roads, and parking areas.
 - Removal of all site features (fencing and erosion control) that may have been constructed.
 - End-of-Job environmental samples are taken, tested, and compared to baseline samples.
 - CTC, Inc. will then request a final inspection from the appropriate government official. A "punch list" of items to be corrected is developed and final closure action taken. Only upon mutual, written agreement between the property owner, government official, and CTC, Inc. Project/Operations Manager is a site considered closed.

Debris removal, reduction and disposal work hours are generally defined as from sun-up to sundown, seven (7) days/week, including holidays. This schedule will be coordinated with, and approval gained from local officials.

This chronology of debris operations is defined in general terms only. Additional specific items of work may be directed by the local officials and work performed by CTC, Inc. All work will be performed so as to not interfere, to the greatest extent possible, with all other emergency response agencies, including but not limited to: utility companies, government agencies, volunteers and local government forces.

Debris Volume Estimation

Estimating the volume of debris generated following an event is not an exact science. At CTC, Inc. we utilize several different methodologies to make "an educated estimation." These include: utilization of the US Army Corps of Engineers Hurricane Debris Volume Estimation Model; a per household times the total number of households method; a per mile of roadway times the total miles of roadway method; and other data as may be available. Each of these methodologies and estimates is lead by an experienced CTC, Inc. team member whom has significant history in making just these type estimates of material on the ground.

Billing/Invoices

At the conclusion of each day's work activities, daily reports and load tickets are collected from all CTC, Inc. supervisory personnel. These are then reviewed for completeness and correctness and entered into our proprietary database. This data entry is normally accomplished at our headquarters office where we will maintain work stations for this purpose. This data entry normally follows the work effort by just one day, meaning that the City will have nearly real-time data throughout the project. Invoices are normally generated on a bi-weekly or monthly basis, dependent upon the schedule mutually agreed upon. Our records are maintained for a minimum of ten (10) years to ensure that we can support whatever request the City may have, particularly during the audit that will be performed by DHS/FEMA.

Authorized Persons

Greg Gathers
Brandon Timmons
Kevin Meier
Zach Witt
Adrian Ybarra
Delbert Cohagen

Each of these people operates from our headquarters office. Our address is:
3722 SW Spring Creek Ln Topeka KS 66610

WORK PLAN

Through our years of experience in responding to disaster debris-generating events across the nation, we at CTC have developed and refined a strategy to include both pre-event planning and post-event operations. This strategy is founded on the concept that we, both the agency's staff and the Custom Tree Care (CTC, Inc.) staff, can best do the majority of our critical thinking on the "blue sky day" when time is available to carefully and thoroughly research alternatives to various scenarios. In essence, we can develop a "Project Checklist" to guide us through those first days following the "black sky day."

At CTC our Standard Operating Procedure for Debris Mission Assignments includes the following elements:

Pre-Event Planning

- Identify and introduce, in person, CTC Project Team to your staff so that when we are required to work together, we have already established our professional relationship and rapport;
- Review with your staff, in detail the most recent update of the Debris Management Plan to ensure that we understand completely your plan of attack and have those base maps first required in current order;
- Actually ride those roadways listed as having priority to conceptualize the volumes and types of debris that may be encountered during emergency clearance operations;
- Review with your staff the Identified Temporary Debris Staging and Reduction Sites and the preliminary design established;
- Review both your and our Communications Plan to ensure they are compatible and afford interoperability;
- Conduct and/or participate in table top and functional exercises focused on managing the volumes of documentation required for reimbursement of eligible damage costs;
- Participate in any and all other training and exercises as you may direct;
- Conduct on-site classroom training utilizing the FEMA Emergency Management Institute Independent Study Programs for Debris Management, National Incident Management System/Incident Command System (NIMS/ICS), the Public Assistance Program and all updates/new policies and procedures.

Alert Stage

- As a potential debris-generating weather event approaches, CTC will be in communication with your staff to ensure that our Communication Plans are in current order, and we will begin to alert our Project Team, local area subcontractors, and out-of-area subcontractors that their services may be required in the near future.
- As the weather event track is established and the real potential for landfall in an area that may damage your area is established, and at your direction, CTC will mobilize our Project Manager and emergency road clearance crews and equipment to pre-stage at the Operations Base Camp. This will allow for and ensure an immediate damage assessment and mobilization of crews and equipment to those areas previously identified for emergency road clearance operations.

Post-Event Operations:

The Preliminary Damage Assessment and Emergency Road Clearance operations will begin as soon as wind speeds fall below gale force. Dependent upon the severity of damage, additional crews and equipment pre-stage just beyond the anticipated damage zone will be mobilized. It is expected that the

majority of the emergency road clearance crews and equipment will be CTC's own and those available from local area subcontractors.

- Temporary Debris Staging and Reduction Sites, crew and equipment check-in locations, and the availability of housing and camping areas will be inspected to ascertain their availability for immediate/near future use. This information will then be relayed to our Logistics Manager.
- During this phase, our crews will be available, at a minimum from sun-up to sun-down. If required, work will continue after dark if it can be performed safely.
- Documentation for work performed will be kept on a time and materials basis, utilizing the hourly rates schedules included in the contract. Each morning, a report of the previous days' work will be made to Your Project Manager and include: all labor hours broken down by category; all equipment hours broken down by type and category; and the road segments that have been opened to a minimum of one lane of traffic in each direction. Cumulative summary reports will be made as requested.
- As the volume of debris to be managed is estimated, mobilization will begin of additional crews and equipment required during the initial stages of removal. These crews and equipment will stage in close proximity to the Your to be ready for immediate deployment upon completion of the road clearance, and as directed by your POC.

Estimated Time Frame: 70 Hours

Post-Event Operations: Debris Removal, Reduction and Disposal

- During the initial stages of debris removal operations, your staff and CTC will determine what zones and sectors are to be cleared in a prioritized order. This establishment of priorities is important in that it allows for you, the Monitors, and our crews and equipment to arrive on-scene in a scheduled manner. This is the "ramp up" stage of operations.
- While crews, equipment and Monitors are being assigned to debris removal work areas, the CTC Project Team members will continue to work with Your staff to inspect the damaged areas for hazardous waste materials; critical drainage ways and navigable waterways that require immediate attention to mitigate further damages; the presence of abandoned automobiles and watercraft that may impede debris operations; in some instances, the presence of beach sand that has been washed onto private property and roads; and any other elements of destruction that will/may impact or disrupt debris removal operations.
- The CTC Project Team and your staff will also be reviewing the need for identification card badges for each crew member that will be working.
- The CTC Project Team will also be working closely with the local area landfills to construct additional entrances at the landfills to support the extremely high volume of traffic above that normally experienced. Without these additional infrastructure elements, long wait times will be encountered and severely disrupt the timeliness of debris removal operations.
- If a part of the contract language, automobiles and vessels that are abandoned or displaced will each be recovered, moved to a staging/salvage yard, the owner identified and notification made, inspected by their respective owners' insurance agent prior to final disposal methods being determined.
- While goods will be segregated from other debris and taken to a staging area at the TDSRS, where they will be first inspected for the presence of Freon or other coolants, gases, and oils and putrefied foods. These potentially hazardous materials will be recovered by an appropriately licensed subcontractor prior to disposal at a recycling facility.

- Household hazardous wastes (HHW) will be segregated at the pick-up point prior to removal by a separate crew. These wastes will then be disposed of at an appropriately licensed landfill. A separate, bermed, lined and covered temporary staging area will be constructed at each TDSRS for segregation of HHW that is inadvertently delivered. Removal and disposal will be on an as-needed basis.
- Construction and Demolition (C&D) debris will be segregated as much as practicable at the pick-up point, prior to loading for hauling to the appropriately licensed landfill for final disposal.
- Hazardous limbs and hazardous stumps require proper identification and documentation prior to removal. This information and documentation is required by FEMA for maximum reimbursement of eligible costs and will be accomplished by the Yours' Monitor. Once this data is gathered, and hazardous limbs and stumps are authorized for removal, CTC crews will cut, remove, and load for hauling to the TDSRS for volume reduction.
- Vegetative debris will be loaded from the public rights-of-way, hauled to the TDSRS where volume reduction will be accomplished by mulching/grinding and/or burning/incineration. By-product from the reduction process may be used by the Your, gated communities, golf courses, or general recreation areas for landscape purposes, sold to an area paper products company or general manufacturing plant for use as boiler or "hog" fuel, or as the last resort sent to a lawfully permitted local landfill for use as daily cover.
- Documentation of debris removal, reduction, recycling and disposal operations will be primarily by load tickets, and based on the cubic yard method of measurement. Daily, cumulative, and summary reports will be made to the Yours' Project Manager. Additional reports detailing completion of passes; numbers of vehicles and/or vessels removed; numbers of white goods managed; and numbers of leaning trees removed, hanging hazardous limbs cut, hazardous stumps removed; and volume of household hazardous waste removed will be generated and provided as you request.

Resources

In the case of a major catastrophic event, CTC is on ready and standby for immediate call and can be mobilized within 12 hours following a Notice to Proceed. In addition, CTC maintains an active database of subcontractors from across the nation, the majority of whom have worked with our Project Teams on past debris removal operations. This database contains subcontractors who assist us with trucks and trailers of varying sizes, heavy equipment, CDL drivers, heavy equipment operators, mechanics, skilled and unskilled labor, administrative assistants, clerical staff, contract specialists, on-site fuel delivery, generators, temporary housing, laundry and catering services, hazardous waste specialists, water-borne debris removal specialists, and arborist services.

Temporary Debris Staging and Reduction Site Management Plan

In conjunction with your local government representative, CTC, INC, Inc. will develop a site specific plan for each Temporary Debris Staging and Reduction Site (TDS) we are tasked with operating. The Plan will address the following items, as appropriate, with additional subjects as may be required:

1. **Site Management Organization and Responsibilities**
This will provide to all involved parties a clear delineation of the organization at the site, and the responsibilities assigned to each. It also facilitates quality control at the site.
2. **Startup Check List**
This list is developed to ensure that all of the work tasks involved in the clearing and preparation of a site are addressed and can be "checked off" the list as they are completed.
3. **Ingress/Egress**
Initially, these stabilized roads will be constructed to bring in the equipment necessary to prepare the site for operations. They will then be used by haul trucks to bring debris into the site for proper handling. The roads will be maintained throughout the entire operation.
4. **Site Preparation**
This includes clearing, grading, establishment of erosion control and baseline testing for soil and groundwater. The site must be carefully cleared and graded to ensure proper drainage, while minimizing erosion. All environmental concerns related to buffer zones, runoff, and potential impacts to nearby streams, air, and groundwater will be addressed.
5. **Traffic Control Procedures**
Depending upon the extent of traffic control required this may require an appendix entitled "Maintenance of Traffic". It will address the movement of vehicles into and out of the site, and include provisions for keeping the streets or roads free of debris.
6. **Safety**
There are many activities that occur within TDS, including the diverse array of heavy equipment operating; large volumes of debris hauling trucks dumping their loads; potentially hazardous debris; maintenance activities; tub grinders and air curtain incinerators being operated; and large numbers of personnel. A diligent and concentrated focus on safety must be of paramount importance to each individual at the site, CTC, INC. It is a part of every plan written by CTC, INC, Inc. personnel, and is continually emphasized.
7. **Segregation of Debris**
In order to be properly managed throughout the reduction/recycling and disposal processes, all incoming debris must be segregated into various categories; including Household Hazardous Waste (HHW), Vegetative debris, Construction and Demolition (C&D) debris, and White Goods, Small Engine Equipment and Electronic Waste.
8. **Site Plan**
A Site Plan will be drawn to identify the location of all activities, and include traffic control, inspection tower location, and dumping, grinding, burning, ash storage, HHW storage, temporary office, "Clear Zones" and portable toilet and hand wash station locations.
9. **Reporting Requirements**
CTC, INC, maintains an extensive record of the activities that occur at a Debris Reduction Site, including the number and identification of trucks, volume of debris entering the site, types of debris, etc. CTC, INC, can provide a

wide range of reports. The types and schedules for preparing and submitting reports required by the COR will be contained in the plan.

10. Site Closure

A site closure plan will be developed and address the removal of all debris and debris reduction by-products, haul roads and dump pads, security fencing, office trailers, portable toilets and hand wash stations, inspection towers. Sampling of soil and groundwater will be taken as required and compared to the baseline data gathered. Each site will be returned to its original condition, or as may be desired, and approved by, the property owner and your local government representative.

VEHICLE INSPECTION TOWER

Inspection towers are provided as per contract guidelines. The cost of these towers is a part of our proposal and costs to be absorbed by the company. All towers meet FEMA guidelines as dictated in FEMA Publication 325.

Towers are built and provided at the various selected temporary vegetative debris reduction sites/locations designated by the Site Specific Management Plan (SSSP).

Tower construction is as follows:

- The frame and body of the inspection tower is constructed with pressure treated wood.
- The floor is an 8'x 8' area, elevated 10 feet above a leveled ground area.
- All towers are constructed of 2"x 8" joists, 16" O.C. with ¾ inch plywood supported by 6"x 6" posts. A 4 foot high wall constructed of 2"x 4" studs, and ½ inch plywood protects the perimeter of the floor area.
- The floor shall be covered with a corrugated roof. The roof will provide 7 feet of headroom below the support beams. The tower will be adequately anchored and wooden steps with handrail will be constructed to provide access.
- A work table, 4' x 2 ½' x ¾ inch plywood supported at all four corners will also be built.
- A temporary mechanical lift may be used until a fixed inspection tower is constructed.

A PICTURE OF A TYPICAL CONSTRUCTED TOWER IS SHOWN BELOW





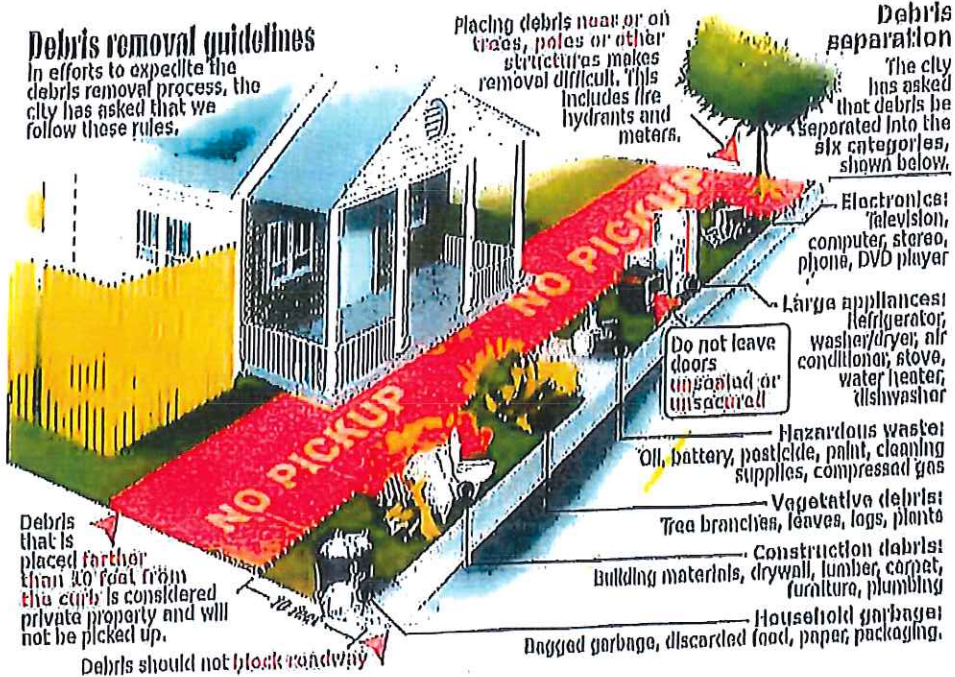
Debris removal guidelines

In efforts to expedite the debris removal process, the city has asked that we follow these rules.

Placing debris near or on trees, poles or other structures makes removal difficult. This includes fire hydrants and meters.

Debris separation

The city has asked that debris be separated into the six categories shown below.



SUBCONTRACTING PLAN

INTRODUCTION:

CTC, Inc. maintains an extensive database of subcontractors with specialty equipment and varied resources which are fully committed to CTC. Many of these subcontractors have partnered with CTC in a variety of different projects over the past 17 years. CTC prides itself on its relationship with these hardworking companies, and a mutual trust exists between us.

CTC, Inc. is an Equal Opportunity Employer. We strive to meet or exceed all subcontracting goals identified in your Request for Proposal. We identify all subcontractors regarding certifications as MWBE, SBE, 8A, or Hub zone. We have extensive databases for all areas throughout the U.S., so that we can actively identify the qualified ones for your proposal.

Additionally, CTC appreciates the input from our contracting partners on recommendations and referrals of qualified, licensed, insured contractors with the required experience for your event. The knowledge of the area, their relationship with your citizens is a plus to CTC and its mission.

SUBCONTRACTING PLAN AND UTILIZATION:

CTC, Inc. will utilize a workforce comprised of in-house personnel and subcontractors specializing in various phases of debris management, disposal and recycling. As stated previously, we will identify local subcontractors already in our network as well as hire as many contractors and laborers as available in an effort to allow members of disaster struck communities to take part in the reconstruction process, and to assist the community financially and economically. The majority of these subcontracts will fill positions for hauling of debris to TDSRS, hauling of debris to disposal sites, hauling debris for recycling purposes.

Subcontractors will provide trucks and trailers that meet all USACE requirements for safety, licensing, permitting and registrations. Subcontractors will provide copies of all licenses upon request, and will stay with their assigned areas, completing the assigned task. These crews will work in a methodical manner until they have fulfilled their areas cleanup requirements.

CTC, Inc. will seek local, qualified individuals for employment during the disaster cleanup and reconstruction phase, including placing advertisements in the local newspapers and visiting the local employment office. Positions for laborers, data entry, flaggers, monitors, and other personnel will assist CTC in our task. Temporary employment agencies may be used to provide manpower to complete the task, but only after the proper screening and submission of drug tests.

Unless otherwise stipulated in your contract, twenty five percent (25%) of the total amount of work to be performed will be by CTC personnel and equipment. CTC, Inc. will operate with our specialized and trained reduction personnel. CTC, Inc. has commitment letters from contractors across all of the continental United States.

SUBCONTRACTORS AGREEMENTS AND RESPONSIBILITY:

Subcontractors for CTC are committed contractually to complete their assignments as instructed, and must attend all safety meetings, follow the chain of command, and report to the CTC

COR daily to keep projects moving forward. CTC is known for its open line of communications, and for the respect we have for our subcontractors.

All subcontractors are required to attend weekly tailgate meetings, sign CTC's drug-free workplace statement and to conform to all operating policies as set forth by our project management team.

All CTC subcontractors are familiar with the proper use of ADMS electronic reporting procedures, the latest technologies in recording and monitoring procedures, and are trained in the proper documentation for the benefit of all concerned.

CTC subcontractors are aware of all charge back procedures for damages, provide daily reports to CTC site supervisors, and also act as good-will diplomats to citizens, making the cleanup efforts as stress free as possible in an emergency situation.

A copy of our Subcontractor's agreement is either included in this proposal or may be accessed by contacting the corporate office. These agreements have been reviewed by attorneys for various states so that they meet the contracting laws of the particular state in which we are working.

PROPRIETARY INFORMATION:

A list of qualified, experienced, insured, prequalified subcontractors for your particular area is included in this proposal (if required in the proposal), or may be accessed at our corporate office upon request. This list is proprietary information and not to be shared with other contractors who are bidding on this project.



3722 SW Spring Creek Ln.
Topeka, KS 66610
(785) 478-9805 – Office
(785) 478-4195 – Fax
ggathers@customtreecare.com
www.customtreecare.com

KEY PERSONNEL

Greg Gathers

- President/ Chief Executive Officer since 1999
- BS in Agriculture Technology Management, Kansas State University
- Certified Arborist by International Society of Arboriculture (MW4172A)
- Certified Arborist by Kansas Arborists Association
- Line-clearance certified tree trimmer
- Kansas CDL
- CPR and First Aid Certified
- 18 years' experience as an arborist
 - OSHA 30 General Industry Certification
- Completed EMI Debris Management Course at NHC 2008
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800
- Attended Debris Management training at NHC.
- Supervised crews on over 100 government contracts

Carol Patton

- Contract Specialist
- 19 years' experience in the debris management industry
- Accounting/ Business Administration, University of Alabama and University of South Florida
- NIMS certification for IS-100, IS-200, IS-400, IS-700, & IS-800
- Attended Debris Management training at NHC
- Research and development of RFP's and contracts
- Pre-Event trainer for Pre-Standing Contracts

David M. Bean, CPA

- Chief Financial Officer
- Certified Public Accountant
- Financial Statement Preparation, Compilation & Review
- Payroll Processing & Payroll Tax Return
- Tax Return Preparation
- Internal Controls

Maura Gathers

- Vice-President of Business Development
- Public Relations
- Marketing & Branding
- Community Outreach and Volunteer Coordinator
- 10+ Years' Managerial Experience
- 13+ Years' Experience in Sales and Client Relations
- NIMS certification for IS-100, IS-200, IS-253, IS-632, IS-634, IS-700, & IS-800
- Directions in Organizational Leadership Certification (Washburn University School of Business)

David Sterbenz

- Emergency Management Coordinator
- Logistics before, during, and after disaster events
- Incident Commander
- Client Liaison

Kimball Swift

- Project Manager
- Management of temporary debris sites
- Management of multiple demolition, hauling, and debris reduction projects
- BS Degree in Forestry Management, Auburn University
- CPR and First Aid Certified
- OSHA 4 Hour, TWIC, HAZMAT 40 Hour Certification

Zach Witt

- Project Manager
- Kansas CDL
- CPR & First Aid Certified
- Manages, maintains, and coordinates crews & equipment
- OSHA 10 Hour Certification
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800

Adrian Ybarra

- Assistant Project Manager
- Kansas CDL
- CPR & First Aid Certified
- Manages, maintains, and coordinates crews & equipment
- OSHA 10 Hour Certification
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800

Delbert (Jack) Cohagen

- Assistant Project Manager
- Kansas CDL
- CPR & First Aid Certified
- Manages, maintains, and coordinates crews & equipment
- Line Clearance Tree Trimmer
- Completed EMI Debris Management Course
- OSHA 10 Hour Certification
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800

All employees have undergone a training program which incorporates ANSI A300 and ANSI Z133.1 standard. Employees are also required to attend weekly safety meetings.

EQUIPMENT LIST- CUSTOM TREE CARE INC. 1/23/18

YEAR	MAKE	MODEL	VIN #	DESCRIPTION	GVW	UNIT #
1999	Sterling	LT9513	2FZXKMCB6XAA85573	Grapple Truck	64,000	573
1998	International	8100	1HTCAHR9WH520083	Grapple Truck	52,000	83
2004	Sterling	LT9500	2FZMAZCV34AM47624	Grapple Truck	64,000	624
2001	Sterling	LT9513	2FZHAZAS51AA53258	Grapple Truck	56,000	258
1998	Ford	LT8513	1FDYS86F5WVA33171	Semi-Truck	54,000	171
2002	Sterling	LT9513	2FZHAZAS92AJ69397	Grapple Truck	64,000	397
2010	Load Max		5L8PH2023A1019035	Debris Trailer	20,000	
2005	Towmaster		4KNFT232X5L163150	Debris Trailer	20,000	
1980	Dorsey		148311	Trailer	40,000	
2014	Homemade		T916507	Debris Trailer	20,000	
1995	Belshe		16JF01820S1026770	Debris Trailer	20,000	
2004	International	4200	1HTMPAFM26H306420	Bucket Truck	25,999	420
2008	Freightliner			Bucket Truck	33,000	683
2006	International	4300	1HTMMAAM16H287326	Bucket Truck	25,999	326
2005	International	4300	1HTMMAAM35H101624	Bucket Truck	25,999	624BT
1999	International	4700	1HTSCABMXXH607429	Bucket Truck	25,999	429
2004	International	4300	1HTMMAAM74H604765	Bucket Truck	25,999	765
2006	International	4300	1HTMMAAM14H604762	Bucket Truck	25,999	762
1999	International	4700	1HTSCAAMXXH608730	Chip Truck	25,999	730
2000	International	4900	1HTSDAAN7YH257179	Chip Truck	33,000	179
1998	Case	1845C	JAF0250566	Skid Loader		
2007	Bandit	250XP	21998	Chipper		
	Bandit	200		Chipper		
1999	Bandit	200	IH8294	Chipper		
1998	Bandit	200	13605	Chipper		
2000	Progressive	34'	1P9EC3427YP297528	Command Center		
2001	L and L		1L9BF18291A374664	Trailer	14,000	
2007	North American Cargo		5SMCL142071002573	Trailer		
2000	Eagle		4ET716F27Y1003905	Trailer	14,000	
2006	Nomad	30'	1FE200P226B001317	Travel Trailer		
2007	Ford	F-350	1FDWF37P37EA08891	Pickup	10,000	891
2003	Ford	F-250	1FTNX21P03ED23903	Pickup		903
1997	Ford	F-350	1FTHF36F4VEA98605	Pickup		605
2011	Ford	F-250	1FT7W2BT8BEB39332	Pickup		
2004	Ford	F-250	1FTNW21P14EB66550	Pickup		550
2009	Ford	F-350	1FDWF37R89EA60361	Pickup	10,000	361
2010	Ford	E350	1FBSS3BL0ADA81253	Van		253
2003	Vermeer	SC752	1VRN151U031000869	Stump Grinder		
2017	Bandit			Stump Grinder		
	Vermeer			Stump Grinder		
1999	Vermeer	SC752	1VRN151U1X1000384	Stump Grinder		
1997	Vermeer	SC752	1VRN151U6V1000118	Stump Grinder		
2008	Polaris	Ranger		UTV		
2013	Generac	5500W		Generator		
2016	Generac	5500W		Generator		
2008	Miller	210		Mig Welder		



DBE/SWBE/MBE/Affirmative Action Plan

Policy Statement

It is the policy of Custom Tree Care, Inc. (CTC, Inc.) that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors. Suppliers and other required personnel on all contracts awarded by our Contracting Partners

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the contracting agency and CTC, Inc. unless otherwise designed in the signed contract. Subcontractors and/or suppliers to CTC, Inc. will also be bound by the requirements of Rule Chapter 14-78 F.A.C.

CTC, Inc. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted.

CTC, Inc. and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex or in the administration of contracts.

CTC, Inc. has designated and appointed a Liaison Officer to develop, maintain and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout CTC, Inc. and to disadvantaged controlled businesses. The statement is posted on notice boards of the company.

Greg Gathers
President
Custom Tree Care, Inc.
PO Box 67593, Topeka, KS 66667
(785) 478-9805

Date

I. DESIGNATION OF LIAISON OFFICER

CTC, Inc. will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. A Liaison Officer has been appointed to develop and maintain this Affirmative Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining and monitoring CTC, Inc. the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

1. The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all governmental contracts;
2. The Liaison Officer will submit all records, reports, and documents required by the governmental agencies, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the individual governmental agencies.

The following individual has been designated Liaison Officer with responsibility for implementing CTC, Inc. affirmative action program in accordance with the requirements of local, state and Federal government agency contracts.

GREG GATHERS

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, CTC, Inc. has first identified the following known barriers to participation by disadvantaged subcontractors. These barriers are:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work.
2. Lack of certified disadvantage subcontractors who seek to perform under specified contracts.
3. Lack of interest in performing under specified contracts.
4. Lack of response when requested to bid.
5. Limited knowledge of the specified governmental contracts plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of CTC, Inc. to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with the various and individual governmental contracts. CTC, Inc. will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;

3. Select portions of the work to be performed by DBEs in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by the governmental contracting agency to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the company is interested in the subcontract opportunity.

CTC, Inc. understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

On contracts with specific DBE goals, CTC, Inc. will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, CTC will as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

IV. REPORTING

CTC, Inc. shall keep and maintain such records as are necessary to illustrate and demonstrate compliance with its' DBE Affirmative Action Plan.

CTC, Inc. will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used, including items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all governmental agencies projects;
4. CTC, Inc. shall comply with any governmental agencies requirements regarding payments to subcontractors including DBE's for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORIES

CTC, Inc. will utilize the DBE Directory published by each governmental agency for that specific city, state, county and/or region, including agencies such as Natural Resources Conservation Service, State Departments of Transportation and other required agencies.

CTC, Inc. will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.

ILLEGAL DRUGS, ALCOHOL AND FIREARMS POLICY

The Policy of Custom Tree Care (hereafter termed "CTC") regarding illegal drugs and controlled substances, alcoholic beverages, and firearms is:

1. The use, possession, distribution, purchase or sale of any illegal drugs or other controlled substances by any person while on CTC premises or project sites, engaged in CTC business or while operating CTC equipment is prohibited.
2. The use of any illegal drug or other controlled substances or alcohol which causes or contributes to unacceptable job performance or unusual job behavior is prohibited.
3. The use, possession, transportation, or sale of explosives, unauthorized flammable materials, firearms, or other weapons by SUBCONTRACTORS or employees, while on CTC premises or project sites, engaged in CTC business or while operating CTC equipment is prohibited.
4. The unauthorized use, possession, transportation, or sale of alcoholic beverages by SUBCONTRACTOR or employees while on CTC premises or project sites, or while operating CTC equipment is prohibited.

SUBCONTRACTORS or employees shall abide by this Policy. Any person violating this Policy shall be removed from CTC premises or project sites, and may be denied future access to CTC premises or project sites. In addition, CTC may suspend work or terminate employment as a result of violation of this Policy. In appropriate cases, local law enforcement agencies may be advised of violation.

In support of this Policy, CTC may conduct or require searches and require screens as set forth in the following:

SEARCH

Without prior announcement, and at any time, CTC may carry out reasonable searches of individuals and their personal effects when entering CTC premises or project sites, while on CTC premises or project sites, and when leaving CTC premises or project sites. Unless prohibited by applicable law, CTC may search its employees or subcontractors before entering CTC premises or project sites, engaging in CTC business or operating equipment CTC. Entry onto CTC premises or project sites constitutes consent to a search of the person and his/her personal effects, including, without limitation, packages, briefcases, purses, lunch boxes and vehicle, or any office, locker, closet or desk. Refusal to cooperate shall be cause for not allowing that individual on CTC premises or project sites.

SCREEN

Unless prohibited by applicable law, CTC may require SUBCONTRACTORS or employees to conduct a controlled substance and/or alcohol screen while on CTC premises or project sites, engaged in CTC business, or operating CTC equipment. In addition, CTC may require SUBCONTRACTOR or employees to conduct a controlled substance and/or alcohol screen on any of its employees or its subcontractors' employees before entering CTC premises or project sites, or engaging in CTC business or operating CTC equipment. A positive screen on SUBCONTRACTORS or personnel or employees or failure to consent to a screen shall be cause for removal from CTC premises or project sites, and may result in the SUBCONTRACTOR or employee being terminated from for CTC.

NOTIFICATION OF SEARCH AND/OR SCREEN:

Conducting a search and/or screen of its subcontractors or employees on CTC premises is permissible and may be done upon verbal notification immediately prior to the occurrence.

DEFINITIONS

As used herein, "controlled substance" specifically includes opiates, including heroin; hallucinogens, including marijuana, mescaline, and peyote; crack, crystal meth, ice, cocaine; PCP; and prescription drugs, including amphetamines and barbiturates, which are not obtained and used under a prescription and any other substance included in the Federal Controlled Substances Act or its regulations, or unlawful under applicable law.

As used herein, controlled substance or alcohol "screen" means any test using blood, urine, breath or other samples to determine the presence of controlled substances or alcohol in the body.

As used herein, "CTC premises" is used in the broadest sense, and includes, but is not limited to, all land, property, buildings, structures, installations, CTC vehicles, equipment, and other craft owned, leased, or in any other manner being used by CTC for any purpose.

As used herein, "CTC" is used in the broadest sense, and includes all sites or properties on which CTC its affiliates and/or associated firms, and/or SUBCONTRACTORS or other firms, are performing work or any kind.

DRUG AND ALCOHOL RANDOM SECURITY SEARCH POLICY

All SUBCONTRACTOR personnel and employees assigned to CTC work shall be mentally and physically capable of performing their assigned duties competently and safely. Therefore, SUBCONTRACTOR and its subcontractors shall have procedures which allow screening of all employees for controlled substances and alcohol while on CTC premises or project sites, in CTC equipment or while engaged in CTC business. CTC "Illegal Drugs, Alcohol and Firearms Policy is stated, and "Controlled Substances," "Screen," and "CTC premises" are defined and understood.

CTC has occasionally suffered the loss of equipment, tools and confidential data from its work locations. Such losses will not be tolerated. Therefore, CTC may conduct searches to ensure compliance with its Policy as outlined.

To facilitate compliance with CTC Policy, Subcontractors and employees should take the following steps:

1. Advise all employees and/or subcontractors of CTC Policy of searches without prior notice and that any person found in violation of the Policy shall be denied access to CTC premises and project sites.
2. Give to each employee and/or subcontractor, a copy of this notice
3. Screen employees and subcontractors before assigning them to CTC premises or project sites, bearing CTC Policy in mind.

CTC personnel or employees shall immediately be removed from CTC premises any of its or its subcontractors' personnel found to be in violation of the Policy. Such personnel may be denied future access to CTC premises or project sites. Any illegal or unauthorized drugs, intoxicating beverages, firearms, weapons, or CTC property discovered as a result of CTC searches may be confiscated and may be turned over to law enforcement agencies.

If you fail to comply with CTC, Inc.'s Policy, it may become necessary to take remedial action, including termination. I certify as of this date that I:

Understood and accepted this ____ day of _____, 20____.

By: _____

Witness: _____

LOCAL AND MINORITY PARTICIPATION

Custom Tree Care (CTC, Inc.) fully complies with guidelines regarding **Local and Minority Participation**. We have an established corporate policy regarding minority participation, which can be referenced in our Affirmative Action and M/WBE Policy at our offices unless otherwise requested.

One of the major strengths of CTC, Inc. is our ability to recognize the importance of utilizing local, qualified contractors. Depending on the time frame, and whether this is a standby, pre-disaster contract or an emergency situation, CTC, Inc. uses procedures necessary to ensure the use of local contractors and personnel. In a non-emergency situation, we are able to place ads in the local newspapers, check with temporary services or state employment services. We also rely heavily on recommendations from the County commissioners or City officials in all situations.

Emergency situations have prompted us to pull together with contracting agencies to recognize the strengths in their own communities. We appreciate the input provided by local officials in screening potential subcontractors and personnel. The ability of the commissioners or other local community officials to suggest or recommend those that meet all requirements for experience, equipment and insurance qualifications is a benefit in the successful operation and completion of projects of any size or scope.

Based upon the availability of qualified minority personnel in the area we strive to meet or exceed the normal requirements for this event. As an integral part of the contract, we establish contacts with a number of local, 8A and minority companies. We intend to use the services of qualified, local personnel to fill positions as needed and upon recommendation of the contracting agency.

All local and minority personnel will be screened to meet the requirements, including licensing and insurance requirements of CTC, Inc. We also include listings of Certified of M/WBE Contractors as are available and which provides updated information for this project.

CTC, Inc. has committed minority contractors who have performed in CTC Contracts over the past several years. We use the recommended channels to further investigate the availability, the experience and the reputation of each local and/or minority contractor to serve the best interest of the Contracting Agency.

Due to the nature of the business, CTC, Inc. relies heavily on the utilization of state personnel agencies, local private placement agencies and temporary services. We also use the services of the local Small Business Administration (SBA) office when available and local trade organizations. Our goals as stated in our Affirmative Action Policy are traditionally greater than those of most contract requirements. Additionally, the types of personnel required and their interest in the project varies from location to location.



SAFETY POLICY & QUALITY CONTROL PLAN

Custom Tree Care, Inc.
3722 SW Spring Creek Ln.
Topeka, KS 66610

(785) 478 – 9805 Phone
(785) 478 – 4195 FAX
(785) 221 – 7550 Mobile

Section C – Paragraph/Clause 4.1
Accident Prevention

For the protection and safety of all employees, Custom Tree Care, Inc. has established the following rules designed to prevent accident and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

Proper footwear and clothing will be worn at all times.

Do not wear loose clothing, jewelry, or keep long hair in a down position. There is a danger of catching such articles in moving machinery.

Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.

Appropriate personal protective equipment, or PPE, will be worn for the task (s) at hand, as specified by training and job briefing (s).

Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.

Do not operate any machine you are not familiar with or have not been trained on and authorized to use.

Machines must never be cleaned, adjusted or repaired until the machine is turned off, the circuit is interrupted at the power source (including lock-out) and a warning tag is placed at the controls.

Any defects in materials, machinery, tools and equipment must be reported immediately to a supervisor, safety personnel, or management.

Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.

Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electrical panels or traffic lanes.

Avoid injury by attempting to lift or push excessive loads. If an object is too heavy to move without strains, ask for help.

Observe the correct posture for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent, and tuck your chin into your chest. Tilt head forward, grasp the load with both hands, and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.

Do not distract others while working. When approaching a coworker for any purpose, do so from the front or the side in a way that they will see you coming and will not be startled or surprised. If conversation is necessary, first make sure that it is safe.

Do not allow oil, water or any other material to remain on the floor for long periods of time where you or others may slip. Report any slip and fall problems to your supervisor.

When handling hazardous materials be sure to follow prescribed safety procedures and use required safety equipment. When using secondary containers filled by others, be sure they are labeled as to their contents and hazards. Know your Material Data Safety Sheets (MSDS) and where they are located. Review them often.

Use appropriate gloves when handling materials with sharp or jagged edges, when handling chemicals, when handling hot material, or to protect your hands in general.

Do not attempt to operate machinery for which you are not trained.

Unnecessary and excessive haste is the cause for many accidents. Exercise caution at all times.

All work related injuries and accident, no matter how minor, must be reported immediately to your supervisor, safety personnel, or management.

Employees should understand and comply with all sections of the ANSI Z133.1 Standard that apply to their job activities.

All employees must be thoroughly familiar with these basic safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.

Section C – Paragraph/Clause 4.2
Quality Control Plan

If required, Custom Tree care, Inc. can have a Certified Arborist on site to ensure quality of work performed by all Custom Tree Care employees. All employees have been trained in Arboriculture practices upon employment. Certifications include and are not limited to:

I.S.A. – International Society of Arboriculture
K.A.A. – Kansas Arborists Association
T.C.I.A. – Tree Care Industry Association

Constant monitoring of all crews will be provided daily to ensure safety and quality of work performed is attained. Custom Tree Care will meet with the contracting officers' representative to look over completed work to ensure client satisfaction. If there is an issue that needs corrected, it will be done so in a timely manner.

Section C – Paragraph/Clause 4.7
Safety & Protection Plans & Submittals

The following policies of Custom Tree Care, Inc. are not inflexible rules or requirements. They may be changed by the company at any time without notice or modified as individual circumstances may require in the best interests of efficient management of the Company. Nothing in the policies as they now exist, or may in the future be revised, is intended or should be construed as a contract of employment, express or implied, nor as a promise of employment for a specific period of time, nor as a requirement that any specific procedure be followed in handling personnel issues.

Company management will provide safe and healthy working conditions. All employees must follow safe practices at all times. All employees must accept and follow all rules of safety.

Whenever an employee finds an unsafe condition they must report it immediately to their supervisor, safety personnel, or management. Any injury that occurs on the job, even a slight cut or strain, is to be reported to management as soon as possible. In no circumstance except an emergency, should an employee leave a shift without reporting an injury that occurred.

All employees including office personnel will be trained in safe practices. The training will be done by video or by training from the employees' supervisor.

If any unsafe practices are observed, the employee will receive a written violation warning. Once the employee receives three (3) written warnings, he or she will be automatically suspended for one (1) workday without pay.

Custom Tree Care, Inc. will make every effort to maintain safe working conditions. However, the principal responsibility for safety falls upon you, the employee. All employees are asked to inform their supervisor, safety committee personnel, or management of any work hazards of which they might be aware. Custom Tree Care, Inc. will arrange for you to supply information anonymously if you do not wish to be identified. No employee should fear reprisal for notifying management of any safety hazards. In fact, we encourage all employees to inform us immediately of any hazard, no matter how small it may seem.

All safety and health suggestions that we receive will be reviewed. We will then determine what action is necessary. All suggestions shall receive a response.

The injured employee's supervisor or someone from management will investigate all occupational injuries and illnesses that are job-related. Particular attention will be given to methods to prevent future situations that caused the injury or illness.

All employees will receive prompt and timely safety training. Safety rules and safe practices will be emphasized at these training sessions.

All new employees will receive a copy of the summary, to be signed and put in their file, indicating that they have been trained at the beginning of employment. Any employee given a new job assignment, for which training has not previously been received, will be trained in that particular job immediately.

Records will be kept of all training provided. These records will indicate the type of training given, date, the name of the training provider and the employee's signature.

Section C – Paragraph/Clause 4.7.2 **Basic Safety Accident & Protection Plans**

All Employees of Custom Tree Care, Inc. – 3722 SW Spring Creek Ln. – Topeka, KS – 66610 will adhere to the following safety and accident protection plans while working.

Employee responsibilities for safety include the following:

- Adhere to all safety rules and regulations
- Wear appropriate safety equipment as required.
- Maintain equipment in good condition, with all safety guards in place and in operation.
- Report all injuries and near misses, no matter how minor, immediately to their supervisor, safety personnel or management.
- Encourage coworkers to work safely.
- Report unsafe acts and conditions to their supervisor, safety personnel, or management.

Safety Coordinators:

Greg Gathers (785) 221-7550
Brandon Timmons (785)-764-5049
Kevin Meier (785) 640-7679

One or all of the Safety Coordinators listed above will be on site at all times and will be responsible for overseeing safety on site throughout the duration of the contract. The numbers listed above are cell phone numbers and all employees will have cell phones and/or two-way radios for communication.

ANSI Z133 Standard & Employee Understanding

As an employee of Custom Tree Care, Inc., you need to review and understand the requirements of the ANSI Z133.1-2000 Standard.

You need to understand that the Z133 Standard was developed by arborists, for arborists under the standards-developing procedures created by the American National Standards Institute, creating what these industry's safety experts feel are the minimum acceptable standards of practice for safety in arboriculture. It represents the collective wisdom and experience of countless arborist.

You need to understand the difference between "Should" and "Shall" as they are used in the standard. The word "Should" indicates an advisory statement where it is feasible that the actions you take might be different from the prescribed practice. A "Shall" indicates a mandatory requirement, where it is inconceivable that your actions would have to deviate from the prescribed practice, except where exceptions are noted in the Standard.

Finally, you need to understand that the Z133 Standard does not take precedence over, or take the place of, the safe work policies of Custom Tree Care, Inc.

Safety Rules – Accident Prevention

For the protection and safety of all employees, Custom Tree Care, Inc. has established the following rules designed to prevent accident and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

Proper footwear and clothing will be worn at all times.

Do not wear loose clothing, jewelry, or keep long hair in a down position. There is a danger of catching such articles in moving machinery.

Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.

Appropriate personal protective equipment, or PPE, will be worn for the task (s) at hand, as specified by training and job briefing (s).

While on duty, the use of or being under the influence of alcohol, narcotics, intoxicants or similar mind altering substances is strictly prohibited. Individuals found to be in violation of this policy will be subject to disciplinary action up to and including possible termination of employment, even for a first offense.

Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.

Do not operate any machine you are not familiar with or have not been trained on and authorized to use.

Machines must never be cleaned, adjusted or repaired until the machine is turned off, the circuit is interrupted at the power source (including lock-out) and a warning tag is placed at the controls.

Any defects in materials, machinery, tools and equipment must be reported immediately to a supervisor, safety personnel, or management.

Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.

Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electrical panels or traffic lanes.

Avoid injury by attempting to lift or push excessive loads. If an object is too heavy to move without strains, ask for help.

Observe the correct posture for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent, and tuck your chin into your chest. Tilt head forward, grasp the load with both hands, and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.

Do not distract others while working. When approaching a coworker for any purpose, do so from the front or the side in a way that they will see you coming and will not be startled or surprised. If conversation is necessary, first make sure that it is safe.

Do not allow oil, water or any other material to remain on the floor for long periods of time where you or others may slip. Report any slip and fall problems to your supervisor.

When handling hazardous materials be sure to follow prescribed safety procedures and use required safety equipment. When using secondary containers filled by others, be sure they are labeled as to their contents and hazards. Know the Material Data Safety Sheets (MSDS) and where they are located. Review them often.

Use appropriate gloves when handling materials with sharp or jagged edges, when handling chemicals, when handling hot material, or to protect your hands in general.

Do not attempt to operate machinery for which you are not trained.

Unnecessary and excessive haste is the cause for many accidents. Exercise caution at all times.

All work related injuries and accident, no matter how minor, must be reported immediately to your supervisor, safety personnel, or management.

Employees should understand and comply with all sections of the ANSI Z133.1 Standard that apply to their job activities.

All employees must be thoroughly familiar with these basic safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.

Section C – Paragraph/Clause 4.7.2.1
Personal Protective Equipment

Hazard Assessment for Person Protective Equipment

The following table contains descriptions of the PPE required for typical tasks encountered in tree care and some of the potential hazards associated with them. Always ensure that your PPE fits properly as outlined in the training provided at the time of employment at Custom Tree Care, Inc.

Tasks	Potential Hazards	Information Sources	PPE Required
Aerial lift operations	Conductors, equipment failure, falls, hydraulic leaks, steep/uneven slopes	Tailgate Session #24; ANSI Z133.1 5, 6.2	Hard hat, safety glasses, hearing protection, gloves, full body harness & shock absorbing lanyard or body belt and lanyard
Brush removal & chipping	Awkward movements and postures, flying debris, carrying heavy weights, moving parts, noise, slips, trips, and falls	Tailgate Session #39; Tailgate Session #18; ANSI Z133.1 9.6	Hardhat, safety glasses, face shield, hearing protection, gloves
Chain saw maintenance	Hot exhausts, cuts	Tailgate Session #28	Hardhat, safety glasses, gloves

Chain saw Operation	Awkward postures, hot exhausts, cuts improper stance, kickback, noise, slips, trips, and falls; vibrations	Tailgate Session #29; ANSI Z133.1 7.2	Hard hat, safety glasses, hearing protection, gloves, chainsaw chaps (when working on the ground)
Chipper Maintenance	Amputation, cuts, pinch points	Tailgate Session #60, ANSI Z133.1 6.3	Hard hat, safety glasses, hearing protection, gloves
Climbing	Cutting climbing line, falls, conductors, rope failure, tree decay, worn equipment, insects/animals	Tailgate Sessions #19, 20, 31, 32; ANSI Z133.a 5,9.1	Hard hat, safety glasses, hearing protection, gloves, fall protection
Driving	Other drivers, road and weather conditions	Tailgate Sessions #41, 42, 43, 44	Seatbelts
Hand Tool Use	Awkward postures, conductors, cuts, splinters	Tailgate Session #30; ANSI Z133.1 5, 8.1-8.10	Hard hat, safety glasses, gloves
Ladder Use	Conductors, falls, ladder failure	Tailgate Session #22; ANSI Z133.1 8.11	Hard hat, safety glasses
Limb Removal for Take-Down	Breaking ropes and/or crotches, conductors, falling and/or splitting limbs	Tailgate Session #37; ANSI Z133.1 5, 9.4	Hard hat, safety glasses, gloves
Limbing and Bucking	Awkward posture, limbs; snapping, slips, trips, and falls, tree rolling	Tailgate Session #37; ANSI Z133.1 9.7	Hard hat, safety glasses, gloves
Use of mower, brush cutter, string trimmer	Hidden objects, terrain, traffic		Hard hat, safety glasses; hearing protection

Pesticide Handling & Application/Spraying & Spill cleanup	Equipment failure, excessive drift, poor personal hygiene, spills, vehicle collision	Tailgate Session #45, %54, ANSI Z133.1 6.4	Hard hat, goggles or face shield, long sleeved shirt, rubber boots (if walking) chemical resistant gloves
Pruning and Trimming	Barber chairs, falling branches, conductors	Tailgate Session #33; ANSI Z133.1 5, 9.2	Hard hat, safety glasses
Storm Work	Hidden/dislodged conductors, damaged trees, wood under tension, fatigue, working at night, working on unfamiliar system, unannounced re-energized of lines	Tailgate Session #10; ANSI Z133.1 5, 9.2	Hard hat, safety glasses, foul weather gear
Stump Grinding	Flying debris, moving parts, noise	Tailgate Session #40; ANSI Z133.1 6.5	Hard hat, safety glasses, face shield, hearing protection
Traffic Control	Topography, volume and speed of traffic, time of day, weather conditions	Tailgate Session 3; ANSI Z133.1 4.4	Hard hat, safety glasses, reflective vest, flag or signs
Trailer Towing & Setup	Hitch failure, jack failures, vehicular traffic	Tailgate Session #38	Hard hat, safety glasses, traffic cones and signs, gloves
Tree Take-Down	Barber chairs, conductors, cuts, struck-bys	Tailgate Session #36; ANSI Z133.1 5, 9.5	Hard hat, safety glasses, hearing protection, gloves, chainsaw chaps

NOTE: the hazards in **bold** represent musculo-skeletal disorder (MSD) risk factors that should be minimized (duration, frequency and/or magnitude) to the extent possible or eliminated. MSD signs are decreased range of motion, deformity, decreased grip strength and loss of function. MSD symptoms are numbness, burning, pain, tingling, cramping and stiffness.

Other hazards that apply to some/all of the above tasks: Drug Use and/or Alcohol Abuse; Fatigue; Fire; Lyme Disease; Poisonous Plants; Violent Workers/Customers; Weather.

Back Injury Prevention

Causes of Back Injury

Pulling, twisting, and slipping are the most common causes of back injuries. Lifting objects improperly can also hurt the back. Lifting with the back and not the legs, lifting from an awkward position, or trying to move material too large for one person can lead to injury.

Even simple movements can cause back injury. Stepping from a truck, bending over for a small tool, or over-reaching can strain back muscles.

Table 1 below ranks the most frequent causes of back injury in tree care in descending order.

Table 1-How Back Injuries Happen

Lifting...

- Large objects
- Irregularly-shaped objects
- Over the shoulder

Twisting...

- While feeding brush into the chipper
- While positioning in a bucket or a tree
- While dragging brush, reaching, using long poles
- From sudden slips due to poor ground conditions
- On slippery equipment in snow or rain

Jumping...

- Off truck bed or out of truck cab
- Over fences
- Off ladders
- Out of trees

Pulling...

Ropes hangers

Trees, on removals

Muscle strains and sprains-soft tissue injuries-cause most arborists' back problems. These are temporary injuries. More important, strains and sprains usually precede more serious, chronic and debilitating injuries to the ligaments, discs and vertebrae. In a sense, soft tissue injuries are warning signals that more serious, permanent injury could occur. Therefore, your back injury prevention program should focus on preventing strains and sprains.

Preventive measures

Arborists can keep their backs healthy with stretching and exercise, by knowing how the back works, and by using simple lifting techniques.

Here are attainable objectives for your company's back injury prevention program:

Provide continuous training for all employees to raise their awareness of how the back can be injured.

Develop action steps employees can use to detect and eliminate conditions likely to cause back injury- see this program's sections on hazard reporting (16), safety committees (23), job hazard assessment (15) and job briefings (17).

Motivate employees to take responsibility for back safety at work and at home.

The following procedures are taken from Annex C of the ANSI Z133 Standard:

Before lifting any weight:

- (a) Be sure clear the travel path available if the weight is to be carried from one place to another.
- (b) Decide exactly how the object should be grasped to avoid sharp edges, splinters, or other things that might cause injury.
- (c) Make a preliminary lift to be sure the load can be safely handled.
- (d) Place feet solidly on the walking surface.
- (e) Crouch as close to the load as possible with legs bent at an angle of about 90 degrees.

(f) Keep back as straight as possible. It may be far from vertical but should not be arched.

(g) Lift with the legs, not the back, keeping the weight as close to the body as possible.

(h) Use a second worker when necessary.

Stretching and exercises

The professional athlete must maintain a high level of production and effort to win. The same is true for an arborist, who must perform at peak efficiency.

Strains of the lower back muscles, the most common back injury, usually occur because the muscles are cold and tight. If the athlete warms up and stretches to avoid injury, then why not the tree worker?

Custom Tree Care, Inc. will provide you with information on simple, quick warm-up/stretchers that you can perform prior to heavy exertion.

Early Return to Work

Custom Tree Care, Inc. participates in an Early Return to Work Program with local providers closest to job site for the treatment of all work-related injuries.

If you are injured at work, you must report the injury to your supervisor immediately. If medical treatment is necessary and you haven't designated a treating physician, you must go to the nearest medical facility.

You must also complete an Employee Claim for Workers' Compensation Benefits form as soon after an accident as possible.

If you are unable to return to the regular position due to a workplace injury, you should discuss with the doctor the possibility of working in a light duty job until the doctor releases you for full duty. If the doctor releases you for light duty, your supervisor will be notified the same day.

Modified jobs will be identified after obtaining your physical restrictions. "Modified" might be your regular job, modified by removing heavier tasks and reassigning these to other employees; a different regular job currently existing at the workplace; or a job which is specifically designed around your restrictions. A modified job offer will be made only when the work is available and of benefit to

the company. Part-time work will be considered as modified work, if medically indicated. Each case will be assessed individually based on need. Modified work may not be implemented every time there is a loss claim. Wages will not necessarily be the same as that of the regular job.

If you take off work completely, or if light duty work is unavailable, you must report your medical condition and progress to the supervisor at least once a week.

Disciplinary Procedures

Employees who fail to comply with safety rules will be subject to disciplinary action up to and including termination. Supervisors will follow the normal disciplinary procedures as follows:

1. Verbal counseling-must be documented in the employee's personnel file.
2. Written warning-outlining nature of offense and necessary corrective action.
3. Suspension without pay-once (1) working day without pay-the third step or a separate disciplinary action resulting from a serious violation.
4. Termination-if an employee is to be terminated, specific and documented communication between the supervisor and the employee must occur.

Supervisors will be subject to disciplinary action for the following reasons:

- Repeated safety rule violation by their department employees.
- Failure to provide adequate training prior to job assignment.
- Failure to report accidents and provide medical attention to employees injured at work.
- Failure to control unsafe conditions or work practices.
- Failure to maintain good housekeeping standards and cleanliness in their departments.

Supervisors who fail to maintain high standards of safety within their departments will be demoted or terminated after three documented warnings have been levied during any calendar year.

Section C – Paragraph/Clause 4.7.2.2 **Accident Reporting**

Accident Reporting & Investigation

It is the policy of Custom Tree Care, Inc. to carry out a thorough program of accident reporting and investigation. Supervisory personnel will be primarily

responsible for making an investigation of all accidents in their area. Accidents involving fire, death, serious injury, or extensive property damage will be investigated jointly by the supervisor and upper management.

The primary goal of the accident investigation program is the prevention of future accidents through the use of knowledge derived from these investigations. Additionally, the investigation will be used to prepare reports required by Federal and State law as well as the Workers Compensation insurance carrier. These reports are critical in establishing the company's and the supervisor's liability under the law.

When an employee is injured at work the supervisor is responsible for taking emergency action to have first aid administered, to obtain professional medical attention as soon as possible, and to protect other employees and equipment. The supervisor must then begin to investigate the circumstances of the accident. The following procedures have been found to be effective when investigating accidents.

Go to the scene of the accident at once.

Talk with the injured person if possible. Talk to witnesses. Stress getting the facts-not placing blame or responsibility. Ask open-ended questions.

Listen for clues in the conversations around you.

Encourage people to give their ideas for preventing a similar accident.

Study possible causes-unsafe conditions, unsafe practices.

Confer with interested persons about possible solutions

Write your accident report giving a complete accurate account of the accident.

Follow up to make sure conditions are corrected. If they cannot be corrected immediately, report this to your supervisor.

Publicize corrective action taken so that all may benefit from the experience.

Notify the Safety Coordinator(s) as well as the Project Officer (PO) and immediately with information regarding with whom, how, where, when, seriousness of accident and medical treatment received of the injured person or persons whenever an accident occurs. Accident scenes shall not be disturbed until released by investigating personnel with the exception of emergency rescue and emergency measures.

Vehicle Accidents-What to do:

Make sure your vehicle has a fully stocked accident kit. The kit should contain:

- Current vehicle registration

- Current proof of vehicle insurance
- Several business cards from the owner or manager
- Pen, and or pencil
- Accident reporting form from your office and insurance company
- Trailer registration if applicable
- Several witness cards

Attend to all injured victims. Assess the situation and attend to the most seriously injured first. Do not move any victim unless there is danger from other vehicles and traffic, or danger of fire or explosion. Do not move vehicles. The police need to see the accident prior to moving any vehicle (s). Protect the scene of the accident by placing flares, flags, or reflectors where they can be seen by approaching traffic. Physically direct traffic around the accident scene if necessary; do not expose yourself to danger in traffic. If your vehicle is moved, get the name of the person or company that moved it. If it is removed from the scene, find out where it is taken. Conduct your own investigation.

Get the names, addresses, phone numbers, driver's license number, vehicle license numbers, and insurance companies of all persons involved, year, make, and model of all vehicles involved. Offer the same information about yourself and your vehicle to others involved. Contact the office to let them know what has happened, and whether anyone was injured and/or taken to a hospital for emergency treatment. Do not admit fault or discuss the accident with anyone except the office of police.

Non-Emergency Injuries

If necessary, any employee(s) requiring treatment for all non-emergency injuries, or post emergency medical treatment has been provided by local hospital, will be transferred to: TBD.

Section C – Paragraph/Clause 4.7.2.3 **Emergency Planning**

Emergency Action Plan

The following details the organizational structure of our plan and outlines emergency measures to be taken in the event of fire or other emergency.

Remember, your conduct and actions during the first few minutes of any emergency may not only save your life, but the lives of your fellow workers and other members of the community as well. Each truck will have emergency numbers available for ambulance, physician, hospital, fire and local police. Use most effective means of communication based on your location (cellular phone –

if adequate service), two-way radio, hard line telephone or other acceptable means.

General Information

Two important telephone calls need to be made if the facility is to be evacuated because of a fire or disaster within the facility, or an external hazardous condition threatening the facility. If either of these two situations occurs; notify 911 (Emergency Medical Services and Police).

Upon order of management if you are working near a building and a fire breaks out, call emergency numbers if you cannot contain. Going into a building to let someone know of a fire outside the building is acceptable, however, the occupants will have their own safety officer and should have already been briefed in evacuation procedures.

Materials and supplies to be evacuated include, but may not be limited to, first aid kits, the MSDS binder and the personnel roster.

Responsibilities

The Safety Director will:

- Coordinate the Emergency Evacuation Plan throughout the facility.
- Make certain the Program is familiar to all personnel and that all new employees are promptly oriented.
- Schedule education as necessary.

The Safety Director will be aided by the Supervisors who will:

- Facilitate the Emergency Evacuation Plan.
- Keep contact check on all personnel to be sure that they are completely familiar with all phases of the Plan that they are required to know.
- See that personnel participate in awareness training, fire classes, and other practice sessions as necessary.
- Be certain that all personnel are familiar with fire extinguishers, and make thorough fire prevention inspections when they are assigned to do so.
- Take the necessary steps required to correct any fire hazards discovered.

It is the duty of every employee to:

- Be completely familiar with the Emergency Evacuation Plan and their duties of responsibilities in the program.
- Participate in all fire drills and practice sessions.

- Attend all fire training classes when assigned.
- Learn the location of, and how to operate all fire extinguishing equipment.
- Report any fire and/or safety hazard.

Fire Emergency Plan

Keep Calm...Report all fires and smoke

Personnel have been assigned to:

- Notify the fire department
 1. For Emergency situation call 911.
 2. For Non-Emergency situation call the COO.

The person reporting the fire to the fire department will provide them with the following information.

- Custom Tree Care, Inc.
- Address of incident
- What is burning (machines, paper, etc.)
- Location of fire (roof, plant, office, etc.)
- Type of fire (electrical, liquid, etc.)

Additional assignments have been made to attempt to extinguish fire with the use of on-premises equipment (extinguishers, hoses, etc.). A minimum of two persons is required to fight a fire. To ensure employee safety, this is to be done only during the early stages of the fire. If the fire cannot be extinguished by the time your fire extinguisher runs out (roughly five (5) minutes) then you must notify emergency immediately.

Working away from the involved area, personnel will be assigned to:

- Check the driveways to see that they are clear for entry of fire fighting equipment
- Wait at the front entrance for the arrival of fire fighting equipment. Direct the firemen to the fire if necessary.

Re-entry onto the property will not be permitted until it is declared safe to do so by management, or by the local fire/law enforcement officials.

Hazard Communication

Name of Contact Person : Greg Gathers
Title: President – Custom Tree Care, Inc.

Hazard Evaluation

Chemical manufacturers and importers are required to review the available scientific evidence concerning the hazards of the chemicals they produce, and then report that information to employees who purchase their product. In most cases Custom Tree Care, Inc. will choose to rely on the evaluation performed by our suppliers. If for some reason we do not trust the evaluation of the manufacturer, we will arrange for additional testing.

We will consider the following chemicals used in our business to be hazardous:

1. Diesel Fuel
2. Gasoline

Label & Other Forms of Warning

We will make certain that containers are adequately labeled to identify the hazardous chemicals they contain and will show hazard warnings appropriate for your protection. The warnings will use a combination of words, pictures and symbols that will communicate the hazards of the chemical (s) in the container. The labels will be legible and prominently displayed. Our training program will include instruction on how to read and interpret label information.

Exceptions to this rule are as follows:

We are permitted to post signs that convey the hazard information if there are a number of stationary containers in a given area, which have similar contents and hazards.

We are not required to label portable containers, as long as the transferred chemical is for immediate use by the employee who made the transfer. We are not required to label pipes or piping systems.

Employee Training

It is the goal of Custom Tree Care, Inc. to provide hazard communication training during the first 30 days of employment and whenever a new chemical is introduced to a given work area. Training will be done in a meeting setting and

will be conducted by the Program Coordinator or another who has been properly trained.

The training program will consist of:

- How the hazard communication program is implemented, how to read and interpret information on labels and MSDS, and how employees can obtain and use the available hazard information.
- The hazards of chemicals to which employees are exposed in the work area.
- Measures employees can take to protect themselves from the hazards.
- Specific procedures put into effect by the company to provide protection, such as personal protective equipment, mechanical guards, or protective processes.
- Methods that you can use, such as visual appearance or smell, to detect presence of hazardous chemicals to which you or your co-workers may be exposed.
- Name and/or job title of who you can go to if you have questions.

Section C – Paragraph/Clause 8.0 **Quality & Warranty of Work**

Custom Tree Care, Inc. will provide service that meets and exceeds standards of excellence. The work done on all of our projects is guaranteed to be done in a timely, professional manner with expertise in all aspects of arboriculture. Upon completion of work assigned, a Certified Arborist will be available to go through with the project coordinator to ensure the work performed meets and exceeds his or her expectations. Letters of recommendation are available upon request. A listing of past performance is also available noting work done both as a Prime Contractor and a Sub-Contractor.

Section C – Paragraph/Clause 8.1 **Quality Control**

Greg Gathers – President – Custom Tree Care, Inc. shall be responsible for overseeing all aspects of quality control throughout the duration of the project. Greg is a Certified Arborist with the KAA and ISA and has authority to make recommendations and implement plans of action for all tree care operations. Proof of certification including Membership and Certification Numbers will be provided to the current Contract Administrator of this agreement.

An Arborist will do a quality control walk-through with the PO on each project site to inspect job performance upon completion. A written report of any additional trimming necessary will be provided to the PO with project site noted and work to

be performed. Custom Tree Care, Inc. agrees to return to the designated project site within Forty-Eight (48) hours to make any necessary adjustments.



CUSTTRE-01

MDRESSMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2018

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 Elliott Insurance Inc. 3645 SW Burlingame Rd Topeka, KS 66611	CONTACT NAME: Maria Dressman PHONE (A/C, No, Ext): (785) 267-4840 FAX (A/C, No): (785) 267-5609 E-MAIL ADDRESS: maria@elliottinsurancegroup.com
INSURED Custom Tree Care Inc. 3722 SW Spring Creek Ln Topeka, KS 66610	INSURER(S) AFFORDING COVERAGE INSURER A : Wesco Insurance Company INSURER B : Greenwich Insurance Company INSURER C : American Interstate Insurance INSURER D : INSURER E : INSURER F : NAIC # 25011 31895

COVERAGES

CERTIFICATE NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			WPP1625962 00	04/21/2018	04/21/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			NEC6005043-00	04/21/2018	04/21/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AVWCKS2696362018	07/01/2018	07/01/2019	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Greg Gathers is the Officer Excluded on the Workers Compensation/Employers Liability policy

RFP Disaster Debris Removal and Disposal Services

CERTIFICATE HOLDER

CANCELLATION

Franklin County Clerk of Courts
33 Avenue B #203
Apalachicola, FL 32320

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



CERTIFICATE OF INSURANCE

SHELTER MUTUAL INSURANCE COMPANY
A MUTUAL COMPANY

SHELTER GENERAL INSURANCE COMPANY
A STOCK COMPANY

Name & Address To Whom Issued:

Franklin County Clerk of Courts
33 Avenue B #203
Apalachicola, FL 32320
RFP Disaster Debris Removal and Disposal Services

Name & Address of the Named Insured:

Custom Tree Care
Greg Gathers
3722 SW Springcreek Ln
Topeka, KS 66610

This Certificate of Insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by the policy(s) listed. The Certificate is issued for informational purposes only and confers no rights to the certificate holder.

This is to certify that insurance policies shown below by policy number have been issued for the policy period(s) indicated:

Company	Type of Insurance	Policy Number	Policy Inception	Policy Expiration	Limits of Liability
Shelter Mutual	General Liability: <input type="checkbox"/> Premises & Operations <input type="checkbox"/> Products/Completed Operations Provided				Per Occurrence Aggregate Products/Completed Operations For: (Describe) _____ _____ _____ _____
<input checked="" type="checkbox"/> Shelter Mutual <input type="checkbox"/> Shelter General	Automobile <input checked="" type="checkbox"/> All Owned or Leased Autos (described in declarations of a Shelter issued policy) <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non Owned Autos	See Page 2	4/21/18	10/21/18	1,000,000 Combined Single Limit BI Per Person BI Per Accident PD Per Accident
Shelter Mutual	Apartment Owner's/ Rental Dwelling				Per Occurrence Per Aggregate
Shelter Mutual	Business				Per Occurrence Per Aggregate
<input type="checkbox"/> Shelter Mutual <input type="checkbox"/> Shelter General	Other:				

REMARKS:

Date 04/21/2018

By *Jana Weyler*
Authorized Representative

M-51.26-M

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

DBA:

Business Name: CUSTOM TREE CARE INC

Owner Name: GREG GATHERS

Business Location: 3722 SW SPRING CREEK LANE
OUT OF STATE

Business Phone: 785-478-9805

Rooms

Seats

Employees

30

Machines

Professionals

Receipt #: 189C-287844

Business Type: TREE TRIMMING/TREE MAINTENANCE
(TREE TRIMMER)

Business Opened: 12/05/2017

State/County/Cert/Reg: A-1523

Exemption Code:

Tax Amount		Number of Machines:			For Vending Business Only			Vending Type:	
		Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid		
81.00		0.00	0.00	0.00	0.00	0.00	81.00		

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS
THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

Mailing Address:

CUSTOM TREE CARE INC
3722 SW SPRING CREEK LANE
TOPEKA, KS 66610

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Receipt #20C-17-00000535
Paid 12/06/2017 81.00

2017 - 2018

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1000 - 954-831-4000
VALID OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

DBA: CUSTOM TREE CARE INC
Business Name:

Receipt #: 324-272478
Business Type: LAWN MAINTENANCE/LANDSCAPE
(TREE AND DEBRIS REMOVAL)

Owner Name: GREG GATHERS

Business Location: 3722 SW SPRING CREEK LANE
OUT OF STATE

Business Opened: 01/01/1999

State/County/Cert/Reg:
Exemption Code:

Business Phone: 785-478-9805

Rooms

Seats

Employees

Machines

Professionals

For Vending Business Only					Vending Type:	
Number of Machines:		NSF Fee		Penalty		Total Paid
Tax Amount	Transfer Fee					
150.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

CUSTOM TREE CARE INC
3722 SW SPRING CREEK LANE
TOPEKA, KS 66610

Receipt #05C-16-00005989
Paid 07/25/2017 150.00

2017 - 2018

State of Florida

Department of State

I certify from the records of this office that CUSTOM TREE CARE, INC. is a Kansas corporation authorized to transact business in the State of Florida, qualified on June 23, 2015.

The document number of this corporation is F15000002741.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 19, 2016, 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 First day of May, 2016*



Ken Detjen
Secretary of State

Tracking Number: CU1010009104

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

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

Certificate of Completion

Zachary J. Witt

Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.

02/16/2022

Date Expires

15

FDOT Provider #

Freddie Mobley

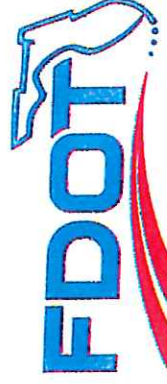
Instructor

36559

Certificate #



United Safety Council
1505 E. Colonial Drive
Orlando, FL 32803
unitedsafetycouncil.com
gvictor@floridasafety.org



For more information about Temporary Traffic
Control (TTC) or to verify this certificate

www.motadmin.com

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Zachary J. Witt

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



Kevin Martlage
Kevin Martlage
Director of Credentialing
International Society of Arboriculture

Caitlyn Pollihan
Caitlyn Pollihan
Executive Director
International Society of Arboriculture

MW-5889A
Certification Number

6 Feb 2018
Certified Since

30 Jun 2021
Expiration Date



#0847
ISO/IEC 17024
Personnel Certification Program
ISA Certified Arborist®

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Greg Gathers

Having successfully completed the requirements set by the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director
International Society of Arboriculture

Skiera

Certification Board, Chair
International Society of Arboriculture

MW-4172A

Feb 04, 2001

Jun 30, 2019

Certification Number

Certified Since

Expiration Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Custom Tree Care, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> 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 FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) 3722 SW Spring Creek Ln.	Requester's name and address (optional)
6 City, state, and ZIP code Topeka, KS 66610	
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 Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
4	8	-	1	2	4	5	9	6

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

Signature Here	Signature of U.S. person 	Date 6/15/17
----------------	--------------------------------------------------------------------------------------------------------------	---------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:


- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Litigation Statement

This statement is to certify that no litigation has been filed against Custom Tree Care, Inc. in the last 10 years by a client. Furthermore, no litigation has been filed against any of Custom Tree Care, Inc. principals in the last 10 years.

Respectfully,


Signature

11/10/17
Date

Greg Gathers
President
Custom Tree Care, Inc.



REQUEST FOR PROPOSALS
for
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

Franklin County Clerk of Courts

Attn: Lori Hines
33 Avenue B # 203,
Apalachicola, FL 32320

Telephone: (850) 653-8861

SUBMITTALS DUE: [09/14/2018 no later than 3:00pm EST]

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Section 1 – Purpose and Overview

The County intends to enter into an agreement with a qualified firm to provide consulting services in preparation for natural disasters or other debris generating events. This RFP applies to Franklin County and the unincorporated areas.

This RFP is to solicit competitive sealed proposals from qualified firms, businesses or individuals for the provision of Disaster Debris Removal and Disposal Services to assist the County here after referred to as "County" or "Franklin County", with Disaster Debris Removal and Disposal Services.

It is the intent and purpose of the County that this RFP promotes competitive selection. It shall be the proposer's responsibility to advise the Franklin County Clerk of Courts if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

Section 2 – Instructions to Proposers

Firms or companies desiring to provide services, as described herein shall submit sealed proposals including one original copy, five (5) identical paper copies, and one (1) electronic copy in pdf format on CD, in conformance with the detailed submittal instructions.

Proposals must be returned in a sealed envelope and delivered to the Franklin County Courthouse, Clerk of Courts, 33 Avenue B # 203, Apalachicola, FL 32320 no later than [09/14/2018] at [3:00pm] (EST).

Proposals shall be sealed and proposers should indicate on the outside of their proposal the following:

- (a) Request for Proposal Title
- (b) Date of Opening
- (c) Name of Proposer

Offers by telephone or email shall not be accepted. Also, proposers are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

It is the sole responsibility of the proposer to ensure that his or her proposal reaches the Clerk of Courts, Finance Department, 33 Avenue B # 203, Apalachicola, FL 32320. Proposals received after the specified time and date shall be returned unopened. The time/date stamp clock located in the Franklin County Clerk of Courts Office shall serve as the official authority to determine lateness of any proposal. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Franklin County Purchasing Policy.

Proposers are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure deliver to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly, and the names of all proposers shall be read aloud.

QUESTIONS REGARDING THIS RFP – Proposers shall not direct any queries or statements concerning their proposal to the County/Municipality staff and/or Evaluation Committee during the selection process, from the time of submission of a proposal until recommendation of award. Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this RFP must be submitted in writing, to the Franklin County Emergency Management Office Questions may be faxed to (850) 653-3643, emailed to [em3frank@fairpoint.net] no later than [09/10/2018] at [3:00pm] (EST) to the attention of [Pamela Brownell Director], referencing the RFP title in the subject line.

The County utilizes the Tallahassee Democrat to distribute information/specifications/addenda/result. It shall be the responsibility of the Proposer, prior to submitting their proposal, to visit the County's website to determine if addenda were issued, acknowledging and incorporating them into their proposal.

When appropriate, the Clerk of Court Finance Department will issue an addendum to the RFP. The addendum will be available on SAM.gov and the County's website for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this RFP shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Clerk of Court.

It will be the responsibility of the proposer to contact the Clerk of Courts prior to submitting an RFP response to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the RFP submittal.

This provision exists solely for the convenience and administrative efficiency of Franklin County. No proposer or other third party does not gain any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS – It is the bidder’s responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Proposer’s must contact the EM Representative, at the phone number or email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

AMENDMENT OF THE REQUEST FOR PROPOSALS – It is the proposer’s responsibility to contact the Clerk of Court, Finance Department prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the RFP.

The failure of proposers to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection of the bid.

The Franklin County Clerk of Court, Finance Department reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFP submittal.

MEETING SPECIFICATIONS – If you are taking exception, indicate those exceptions as stated on the Proposer’s Certification Form.

CORRECTION OF PROPOSALS – Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. After RFP opening, no changes shall be permitted.

WITHDRAWAL OF PROPOSALS – Proposals may be withdrawn by written request at any time prior to proposal opening by the Proposer. Negligence on the part of the Proposer in preparing the Proposal confers no right of withdrawal or modification after the Proposal has been opened, at the appointed time and place by Franklin County. Any such withdrawn Proposal shall not be resubmitted.

OPENING OF PROPOSALS – Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Clerk of Court, Finance Department for the premature opening of a proposal not properly addressed and identified. Proposers or their authorized representatives are invited to be present at the opening of the proposals.

REJECTION OF PROPOSALS – The County reserves the right to reject any and/or all proposals when such rejection is in the best interest of the County.

PROPOSALS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.

- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the Board of County Commissioners

NO LOBBYING – All Proposers are hereby placed on notice that Franklin County Board of County Commissioners, County Employees/Staff, Members of the Evaluation Committee and all other listed government entities Council and Employees/Staff included in this RFP (with the exception of the Franklin Clerk of Courts personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Proposer and their subcontractors, sub-Consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Proposals for this project. Any Proposer contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

RIGHT TO PROTEST – Any Proposer affected adversely by an intended decision with respect to the award of any RFP shall file, with the Purchasing Department, a written notice of intent to file a protest in accordance with the Franklin County Purchasing Policy.

Failure to follow the protest procedure requirements within the time frames prescribed herein as established by Franklin County shall constitute a waiver of your protest and resulting claims.

OWNERSHIP OF DOCUMENTS – All documents resulting from this project will become the sole property of Franklin County. The proposer must meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Proposer 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 County in a format that is compatible with the information technology systems of the County.

COST OF PREPARATION - Costs of preparation of a response to this RFP are solely those of the proposer. The County assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

Section 3 – Terms and Conditions

GOVERNING LAWS/RULES/REGULATIONS – All Proposers shall hold all State, Federal, and County licenses required to perform the scope of work as described within the RFP documents. The Proposer shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and County.

RESERVATION OF RIGHTS – The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified proposer if the successful proposers do not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

Franklin County reserves the right, and the Selection Committee has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Franklin County Purchasing Policy. Franklin County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

AVAILABILITY OF PERSONNEL – Personnel described in the proposal shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Proposer, and not employees or agents of Franklin County.

ASSIGNMENT OF CONTRACT – The selected Proposer may not make any assignments of their obligations resulting from this RFP without the prior written authorization of Franklin County.

NON-EXCLUSIVITY OF CONTRACT – The selected Proposer understands and agrees that any resulting contractual relationship is non-exclusive, and Franklin County reserves the right to seek similar or identical services elsewhere if deemed in the best interest of Franklin County.

AGREEMENT – The selected Proposer shall be expected to execute an agreement containing the terms and conditions herein. Any exceptions to the terms and conditions contained herein must be identified and agreed upon as outlined herein before consideration of proposal.

HOLD HARMLESS / INDEMNIFY – The Proposer agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract.

NON-PERFORMANCE – Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

- (a) In case of default, the County may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract, inclusive of any lease extension costs on the current tower sites.

PATENT / COPYRIGHT HOLD HARMLESS – The proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Proposers shall, at their own expense, hold harmless and defend the Franklin County BCC against any claim, suit, or proceeding brought against the County which is based on a claim, whether rightful or

otherwise, that the goods or services, or any part thereof, furnished under this bid, constitute infringement of any patent or copyright of the United States. The proposer shall pay all damages and costs awarded against the County.

PUBLIC RECORDS – Pursuant to Section 119.0701(2), Florida Statutes, the Proposer shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Proposer in conjunction with this Agreement. Specifically, the Proposer must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service, including but not limited to: correspondence, financial records, permits, and certifications; and
- (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Proposer 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 County in a format that is compatible with the information technology systems of the County.

In performing the requirements herein, the Proposer shall promptly provide the County with a copy of any request to inspect or to copy public records in possession of the Proposer and consult with the County to ensure the request is responded to in accordance with the law. The Proposer shall promptly provide the County with a copy of the Proposer's response to each such request. Failure to grant such public access shall constitute a material default and the County shall be entitled to terminate any Agreement and to pursue any other remedies against Proposer available in equity or at law.

FINANCIAL ABILITY – Every Proposer may be required to demonstrate financial stability as evaluated at the sole discretion of Franklin County.

BINDING OFFER – A Proposer's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of an RFP shall be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this RFP.

AUDITABLE RECORDS – The awarded proposer shall establish and maintain a reasonable accounting system, which enables ready identification of proposer's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all fees for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the proposer or its sub-Consultants as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Consultant's place of business. This right to audit shall include the proposer's subcontractors used to procure goods or services under the contract with the County. Awarded Proposer shall ensure the County has these same rights with subcontractor(s) and suppliers.

INDEMNIFICATION: (GENERAL LIABILITY) – The selected Proposer shall indemnify, hold harmless, and defend Franklin County and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the Proposer, or anyone performing any act required of Proposer in connection with performance of the agreement awarded pursuant to this RFP. These obligations shall survive acceptance of any goods and/or performance and payment therefore by Franklin County.

INDEMNIFICATION: (PATENT OR COPYRIGHT) – The selected Proposer shall indemnify and hold harmless, and defend Franklin County and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Proposer while providing services under this agreement.

FLORIDA PROMPT PAYMENT ACT – Payments shall be in accordance with the Florida Prompt Payment Act applicable to local governments.

Franklin County is obligated only to the extent that funds are included in the County's fiscal year budget. Should the County not include funds for this expense the Contract is null and void.

DRUG-FREE WORKPLACE CERTIFICATION – By submitting a bid in response to this RFP, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

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

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION – The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the Franklin County Board of County Commissioners. Further, all proposers must disclose the name of any Franklin County Board of County Commissioners employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer's firm or any of its branches.

The proposer shall certify that he/she has not, either directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the RSQ and that the proposer is not financially interested in, or otherwise affiliated in a business way with any other proposer on the same land or improvements.

LICENSES (if applicable) – The Consultant shall be responsible for obtaining and maintaining city or County occupational license and any licenses required pursuant to the laws of Franklin County or the State of Florida. In

furnishing the service or product to the County, the vendor shall comply with all federal, state and County rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, and bid or quote.

CANCELLATION – The contract with the successful proposer may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate the contract at any time as a result of the Consultant's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.

INSURANCE REQUIRED – Before execution of the contract by the County and commencement of the operations and/or services to be provided, and during the duration of the contract, the vendor shall file with the County current certificates of all required insurance on forms acceptable to the County, which shall include the following provisions:

1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.
2. The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

The vendor shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

Coverage Required – Unless otherwise specified, the Consultant shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to County.

Coverage	Minimum Amounts and Limits
Worker's Compensation Employer's Liability	Statutory requirements at location of work \$ 100,000 each occurrence \$ 500,000 disease, aggregate \$ 100,000 disease, each employee
Commercial General Liability	\$1,000,000 General Aggregate \$1,000,000 Products-Comp.Ops Agg \$ 500,000 Each Occurrence \$ 100,000 Fire Damage \$5,000 Medical Expense
Automobile Liability (owned, hired and non-owned). Option of split limits:	\$1,000,000 Combined Single Limit
(1) Bodily Injury	\$500,000 per Person \$1,000,000 per Accident
(2) Property Damage	\$500,000
Professional Liability (when applicable)	\$1,000,000 per claim \$1,000,000 per aggregate

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Franklin County and shall include Franklin County its officers and employees, as additional insured's, as regards to liability arising out of Consultant's performance of the work or the work performed by others on behalf of Consultant under this Contract. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Contract with the County, Consultant shall furnish County with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall include the following language: Franklin County BOCC as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, the Consultant or vendor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation for nonpayment of premium the County shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30-day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The County will not maintain any insurance on behalf of Consultant covering loss or damage to the work or to any other property of Consultant.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Consultant are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under the Contract.

Consultant shall deliver the original Certificate of Insurance and one copy to the agent of the County.

Notices, in original and one copy, of cancellation, termination and alteration of such policies shall also be provided to the agent of the County.

COMPLIANCE WITH 44 CFR and 2 CFR PART -200

Services required may include, but not be limited to, all scope of services needed to be performed, and must be performed in a manner that meets the requirements of the County and any federal, state or local funding agency such as FEMA, FHWA, EPA, HUD/ CDBG-DR, NRCS, CWCB or others when required. Specifically, the Consultant shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes and ordinances:

Code of Federal Regulations, 44 CFR

- 44 CFR part 13 - UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

44 CFR is available online at: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title44/44cfr206_main_02.tpl

Code of Federal Regulations, 2 CFR CHAPTER II, PART 200 et.al.

The Consultant must provide compliance with Super Circular "2 CFR Chapter II, Part 200 et.-al" and any future amendments.

- 2 CFR Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
- 2 CFR Part 215 – FEMA UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-110)
- 2 CFR Part 220 - COST PRINCIPLES FOR EDUCATIONAL INSTITUTIONS (OMB CIRCULAR A-21)
- 2 CFR Part 225 - COST PRINCIPLES FOR STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS (OMB CIRCULAR A-87)
- CFR Part 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122)

2 CFR is available online at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

Additional provisions have been required by Federal awarding agencies that must be included in all contracts involving Federal funds covering the following, as applicable:

1. **Suspension and debarment (§200.213)**
Consultants with are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
2. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms §200.321**
 - (a) The Solicitor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - (b) Affirmative steps must include:
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

- 6) Requiring the prime Consultant, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
3. **Procurement of recovered materials (§200.322)**
The Solicitor and its Consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Equal Employment Opportunity Clause (§60-1.4)**
During the performance of this contract, the Consultant agrees as follows:
- (a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant 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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (c) The Consultant 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 Consultant's legal duty to furnish information.
 - (d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (e) The Consultant 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.

- (f) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (g) In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government 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.
 - (h) The Consultant will include 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 Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
5. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**
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). Under 40 U.S.C. 3702 of the Act, each Consultant must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. **Rights to Inventions Made Under a Contract or Agreement.**
If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

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

9. Compliance with the Copeland "Anti-Kickback" Act

- (a) Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (b) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and subcontractor as provided in 29 C.F.R. § 5.12."

Additional Administrative, Contractual, or Legal Provisions

10. Cancellation

The solicitor reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Consultant of the intention to cancel, or with cause if at any time the Consultant fails to fulfill or abide by any of the terms or conditions specified. Failure of the Consultant to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of the solicitor. In addition to all other legal remedies available, the solicitor reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the solicitor.

11. Failure to Deliver

In the event of failure of the Consultant to deliver the goods and services in accordance with the contract terms and conditions, the solicitor may procure the goods and services from other sources and hold the Consultant responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to the solicitor for a maximum of three (3) years. These remedies shall be in addition to any other remedies that the solicitor may have available.

12. Litigation/Waiver of Jury Trial

This Contract shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over the solicitor. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

13. Termination

(a) Termination for Default:

The solicitor may, by written notice to the Vendor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor fails to:

- 1) Provide products or services that comply with the specifications herein or fails to meet the solicitor's performance standards.
- 2) Deliver the supplies or to perform the services within the time specified in this contract or any extension.
- 3) Make progress so as to endanger performance of this contract.
- 4) Perform any of the other provisions of this Contract.

(b) Prior to termination for default, the solicitor will provide adequate written notice to the Vendor through the Purchasing Director affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Vendor in accordance with the solicitor's Procurement Ordinance. The Vendor and its sureties (if any) shall be liable for any damage to the solicitor resulting from the Vendor's default of the Contract. This liability includes any increased costs incurred by the solicitor in completing Contract performance.

(c) In the event of termination by the solicitor for any cause, the Vendor will have, in no event, any claim against the solicitor for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the solicitor the Vendor shall:

- 1) Stop work on the date and to the extent specified.
Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
Transfer all work in process, completed work, and other materials related to the terminated work as directed by the solicitor.
- 2) Continue and complete all parts of that work that have not been terminated.

(d) If the Vendor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor, the Contract shall not be terminated for default. Examples of

such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

- (e) Termination for Convenience: The solicitor, by written notice, may terminate this Contract, in whole or in part, when it is in the solicitor's interest. If this Contract is terminated, the solicitor shall be liable only for goods or services delivered and accepted. The solicitor Notice of Termination may provide the Vendor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.

14. Unsatisfactory Work

If, at any time during the contract term, the service performed or work done by the Consultant is considered by the solicitor to create a condition that threatens the health, safety, or welfare of the community, the Consultant shall, on being notified by the solicitor, immediately correct such deficient service or work. In the event the Consultant fails, after notice, to correct the deficient service or work immediately, the solicitor shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Consultant. Notwithstanding the above, the solicitor reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Consultant of the intention to cancel.

Additional FEMA Requirements.

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- **Changes**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured

- **Access to Records.**

The following access to records requirements apply to this contract:

- a) The Consultant agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
- b) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The Consultant 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

- **DHS Seal, Logo, and Flags**
The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- **Compliance with Federal Law, Regulations, and Executive Orders**
This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives
- **No Obligation by Federal Government.**
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.
- **Program Fraud and False or Fraudulent Statements or Related Acts.**
The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract

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Section 4 – Special Conditions

This is an RFP issued by the Franklin Board of County Commissioners on behalf of the governmental entities: Franklin Board of County Commissioners, and the following unincorporated areas for Disaster Debris Removal Services.

PERIOD OF OFFER VALIDITY – Proposals offered in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

TERM OF CONTRACT – It is the intent of the County to enter into contract(s) for the approximate duration of two (2) years. This Contract may be renewed for one year after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in the Contract.

AWARDS – Results from the evaluation committee will be considered by the Franklin County Board of County Commissioners at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the County's Purchasing Policy.

The Franklin County Board of County Commissioners reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more proposers; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the County.

The County does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, bid or quote for purchase of services and goods by Franklin County.

QUALIFICATIONS – The County reserves the right to conduct an inspection of the proposer's facility and equipment prior to award of the RFP.

Qualified vendors shall have the machinery, manpower, experience and financial stability to complete the scope of work of this proposal. If you have other contracts similar to this, the contractor must ensure that adequate resources will be provided when a Notice to Proceed is given.

VENDOR'S PRODUCT OR SERVICES – The vendor's product (if applicable) delivered to the County shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

If the vendor is contracted to provide services, such services shall be fully satisfactory to the County as determined by the County.

The vendor shall provide the County with any data, reports or other information as required and requested by the County to enable it to utilize the product or service furnished by the vendor.

In furnishing the service or product to the County, the vendor shall comply with all federal, state, and County laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, bid or quote.

SUBCONTRACTORS – Proposers shall list all proposed subcontractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity) and proposed percentage of work.

CODE OF CONDUCT – Vendors and their subcontractors or teaming partners, upon award, must provide and maintain a written code of standards governing the performance of their employees working on the projects or administering the contract. It shall be the sole responsibility of the “Prime Vendor” to maintain and provide a copy of sub or teaming partner’s codes of conduct to the Franklin Board of County Commissioners upon request.

SOCIOECONOMIC CONTRACTING – In compliance with 44 C.F.R. § 13.36 (e) the Franklin County Board of County Commissioners encourage small and minority firms, women’s business enterprises and labor surplus area firms to submit proposals. When “prime” vendors use subcontractors or teaming partners they must ensure that they adhere to 44 C.F.R. § 13.36 (e) and encourage the use of socioeconomic contracting. If subcontractors or teaming partners will be utilized, prime vendors must provide documentation of their attempt(s) to comply with the socioeconomic requirements of 44 C.F.R. when submitting a response to this RFP.

PERFORMANCE AND PAYMENT BOND – The Consultant shall furnish to the County, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Work Order or Work Authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Consultant shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

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Section 5 – Proposal Submittal and Requirements

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a Proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this Proposal.

In conjunction with other material and information requested in the RFP, all proposers responding to this solicitation shall provide one (1) original, five (5) identical paper copies, and one (1) electronic copy in pdf format on CD and all attachments of the following in 8 ½" by 11" format, clearly legible, tabbed and spiral bound in the following order:

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TAB A – STATEMENT OF INTEREST AND INTRODUCTION

The responding firm (or the lead firm if sub-Consultants are proposed) will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal.

TAB B – EXPERIENCE

List in detail previous five (5) years' experience of direct or relevant projects completed that are the same or similar to the magnitude for this RFP, including the name of the project, location, type and value, and project contact information. If deemed applicable, experience will be based on the principals of the proposing company and their prior company backgrounds to accommodate divestitures and acquisitions.

The proposer shall include a statement that they will meet all program standards as provided for in the guides:

- FEMA "Debris Management Guide"
(<http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>)

TAB C – FINANCIAL INFORMATION

All proposers shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

TAB D – REFERENCES

Provide three (3) references (DO NOT include Franklin County) of the same or similar magnitude to this RFP request, including company name, contract person, phone number and e-mail address. Provide a short description of each project, to include the name of the project, location, type and value. Reference information must be current and verified by the proposer prior to submittal. If references cannot be reached using the information provided, proposer will receive 0 (zero) evaluation points for that reference.

TAB E – PROPOSAL MATRIX:

Provide a thorough description of the project approach and a list of costs associated with personnel with your proposal. Please specifically identify any added value benefits (pro bono publico) related to Debris Removal, removal or planning that your firm will provide to the County.

TAB F – LICENSES

Include a copy of any and all professional licenses as required to perform the services described herein and of the professional licenses for each team member.

TAB G – INSURANCE

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number.

TAB H – REQUIRED DOCUMENTS

Include all required Franklin County forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Proposal Submittal Checklist
- Proposer's Certification form
- Addendum Acknowledgement
- Drug Free Workplace
- Sworn Statement on Public Entity Crimes
- Affidavit of Non-Collusion and of Non-Interest of Franklin County Employee
- Professional References
- MWBE Participation Statement
- Vendor Information and W-9 Form
- Unit Cost Fee Rate Schedule

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Section 6 – Evaluation of Proposals

EVALUATION CRITERIA

The proposals received will be evaluated based on the following criteria:

<u>CRITERIA</u>	<u>WEIGHT</u>
Project Approach (Methodology)	(25 points)
Experience on Similar Projects	(15 points)
Company/Firm/Key Principal Qualifications and Capabilities	(15 points)
Qualifications and Abilities of Professional Personnel	(15 points)
Client References for Similar Projects	(15 points)
Price	(10 points)
Quality of Submittal Package	(5 points)
TOTAL	100

RFP SCHEDULE – The following schedule is the PROPOSED schedule for evaluations. The County reserves the right to alter dates as needed.

Deadline for Proposal Questions	[09/07/2018 no later than 3:00pm EST]
Proposal Due Date	[09/14/2018 no later than 3:00pm EST]
Selection Committee Meeting	[Date]
Shortlisted Firms Presentations/Discussions	[Date]

SELECTION PROCEDURE – The proposals received will be evaluated by qualified personnel of Franklin County. The Selection Committee shall be responsible for evaluating the qualifications and capabilities of proposers who have submitted proposals in response to the request for proposals. Committee evaluations shall be conducted in accordance with applicable Florida Public Records Laws, including F.S. 119. Evaluation may include such activity as is deemed appropriated by the Committee to verify the qualifications and capabilities of the proposers and their ability to furnish the required goods or services.

The Selection Committee shall review the Proposals and prepare by consensus a recommendation of award to the firm or firms it deems to be most qualified and capable to perform the required services.

The Selection Committee, at its discretion, may request oral, written or visual presentations from; conduct interviews with; or conduct visits to the office, facilities or projects of the Proposers it selects from among those submitting Proposals.

If the Selection Committee decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place and time for that meeting, and then establish the order of

presentations or interviews before adjourning. The Clerk of Courts Office shall be responsible for notifying all firms of the meeting and order of presentations or interviews.

If no oral presentations or interviews are requested, the Selection Committee selection shall be based on its review and evaluation of qualified firms at its initial Committee meeting.

The evaluation of Proposer qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Evaluation Committee to be applicable to the particular requirements of the project for which the professional services have been requested.

At the conclusion of its evaluations, the Selection Committee shall report its recommendations and order of preference (final ranking) to the Board of County Commissioners.

PROPOSAL EVALUATION – Franklin County shall be the judge of its own best interests, the proposals, and the resulting Contract. An award may be made to the most responsive and responsible firm whose proposal is determined to be the most advantageous to Franklin County.

The governmental entities will consider as an important factor in the award, in addition to price, a demonstrated history of reliable and dependable service to similar users or demonstration of a long history of reliability and dependability for users with critical municipal needs similar to the governmental entities.

Franklin County reserves the right to consider historic information and fact, whether gained from the Proposer's proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

It is the Proposer's sole responsibility to submit information related to the evaluation categories. Franklin County is under no obligation to solicit such information if the proposer fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

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Section 7 – Scope of Services

PROJECT DESCRIPTION – This is an RFP issued by the Franklin Board of County Commissioners on behalf of the governmental entities: Franklin Board of County Commissioners, Franklin County, and the unincorporated areas.

Franklin County is seeking proposals from qualified firms to assist the County with Disaster Debris Removal and Disposal Services.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced contractor(s) who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris according to FEMA regulations. The successful proposer(s) (CONTRACTOR) must be capable of assembling, directing, and managing a work force that can successfully complete the debris removal and disposal operations according to all applicable rules and regulations.

It is also the intent to secure the services of one or more additional similarly experienced firm to supplement the primary firm. This Contractor will supplement debris removal and disposal, if in the opinion of Franklin County the workload is such that the work will not be sufficiently completed in the time period specified. This work is coordinated through Franklin County and the Debris Monitoring Consultant. Selected contractors will be expected to complete services in less the 120 days when possible. Franklin County will give preference to companies who can meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act.

DEFINITIONS:

- **CONTRACTOR or Contractor** – the successful proposer(s)
- **DEBRIS MANAGEMENT TEAM** – The team staffed by Franklin County, Debris Monitoring Consultant and the CONTRACTOR.
- **DEBRIS MONITORING CONSULTANT** – A Consultant retained by the County to manage administrative aspects of the recovery process including processing FEMA submittals.
- **DEBRIS** – Scattered items and materials broken, destroyed, or displaced by a disaster. Example: trees, construction and demolition material, personal property.
- **FEMA** – Federal Emergency Management Agency
- **FHWA** – Federal Highway Administration
- **FDEM** – Florida Division of Emergency Management
- **TDSRS** – Temporary Debris Staging and Reduction Sites

INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT:

- When a major disaster occurs or is imminent, Franklin County will contact the firm(s) holding Debris Removal and Disposal Contracts to advise them of the County's intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites, unless otherwise directed.
- In preparation for an imminent storm strike, contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into Franklin County.

- The County upon contacting the contractor will issue a Notice to Proceed or a purchase order and work order assignment. The issuance of the purchase order will allow the contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The contractor will also begin coordination with County Emergency Management personnel. This may include staffing or preparing reports for the Emergency Operation Center.
- The Contractor shall have a maximum of 24 hours from notification by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another contractor.
- The Contractor will be responsible for determining the method and manner of debris removal and lawful disposal operations. Management of debris will be at the Franklin County's or the contractor's approved TDSRS or landfill sites. The Contractor will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all TDSRS.

HOUSEHOLD HAZARDOUS WASTE:

- Eligible Household Hazardous Waste (HHW) encountered by the debris removal Contractor is to be picked up and disposed of by the contractor. Franklin County will designate HHW drop-off locations.
- The CONTRACTOR will setup a lined containment area and separate any HHW inadvertently delivered to a debris management site. The CONTRACTOR is responsible for the removal and disposal of this hazardous material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor. The Hazardous Materials Removal and Disposal Contractor may be the CONTRACTOR, if qualified, or a qualified Sub-Contractor.
- Putrescible garbage will be collected by Franklin County or commercial waste haulers and is not to be collected or transported by CONTRACTOR forces unless the garbage is part of a mixed waste stream including debris from the disaster.

DEAD ANIMALS:

- Dead animals found (or placed) in the right-of-way or inadvertently delivered to a debris management site shall be the responsibility of the CONTRACTOR to remove and dispose of under this contract. "ANIMAL CONTROL AND LOCATION" will accept dead animals and have them transported to "LOCATION". If in the event that the Service Center cannot accept dead animals because they cannot be properly stored, the contractor will have the responsibility to transport the dead animal to the "LOCATION" landfill.

RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT AND DEBRIS REMOVAL CONTRACTOR:

The County's Debris Monitoring Consultant and/or County Staff provide inspection, engineering and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Contractor and the Consultant is crucial to the success of the response operation. Therefore, each proposal shall address their ability to work with different accounting and tracking systems.

Prior to the beginning of each hurricane season, the successful contractor(s) will meet with the County and the Debris Monitoring Consultant to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. This meeting is to occur annually.

For “Event Types” that require Temporary Debris Staging and Reduction Sites (TDSRS) the contractor shall be available for technical assistance to determine which pre-approved TDSRS will be used. Selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task the result will be a map of the various sites and a basic operation plan for each site.

POTENTIAL SCENARIOS:

EVENT TYPE 1: SPOT JOBS – LOCALIZED

In this scenario, the contractor may be called upon only to provide removal, hauling, and/or reduction by chain saw of localized woody debris. The work will most likely be assisting government resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

EVENT TYPE 2: SMALL EVENT – WIDESPREAD OR CITY/ COUNTY WIDE

In this event, the contractor may provide all necessary supervision, labor, and all equipment to clear, remove, haul, recycle, and/or dispose of all types of debris with its own resources except that government land may be provided for temporary storage. Any government land provided shall be reclaimed at the conclusion of the work. The quantity shall not be so significant as to require specialized reduction in volume such as by burning.

EVENT TYPE 3: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING – WOODY DEBRIS ONLY – WIDESPREAD OR CITY/COUNTY WIDE

In this event the contractor may provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site designated by a government agency or contractor. This event type may require the development and operation of TDSRS. Any government property provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

EVENT TYPE 4: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – WIDESPREAD OR CITY /COUNTY WIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch woody; recycle other) and haul mixed debris to a recycling and disposal site(s) designated by a government agency or contractor. This event type may require the development and operation of TDSRS. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Any government property provided shall be reclaimed at the conclusion of the work.

EVENT TYPE 5: CATASTROPHIC EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – CITY /COUNTY WIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle and haul mixed debris to multiple disposal sites designated by government agencies. Any government land provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site

management and FEMA requirements, rules, and regulations to qualify for this scope. This event type requires the development and operation of TDSRS.

EVENT TYPE 6: CATASTROPHIC EVENT – SITE MANAGEMENT – CITY/COUNTY WIDE

In this event the contractor will be tasked to plan, set up, mobilize equipment, manage, operate, and close out one or more mixed TDSRS countywide including burn operations. The contractor will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Contractor will obtain permits in the name of the government agency. Any government property provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

STATEMENT OF WORK:

The qualified firm(s) will develop and present the scope of services, meeting the County needs. The work to be undertaken includes, but is not limited to the following:

- DEBRIS REMOVAL
 - Emergency Road Clearance – Removal of debris from the primary transportation routes as directed by the County. In this role the contractor will perform an emergency “PUSH” sufficient to allow emergency vehicles to traverse the roadway. The County will determine route priorities for this push. Additionally, in preparation for an eminent hurricane strike, contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into Franklin County. The County will designate roadway priorities for this push.
 - Debris Removal from Public Property – Removal of debris from public rights-of-way. Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. These areas may include vacant public lands, operational facilities, utility facilities and other land owned by Franklin County. It may be necessary to make several trips through a neighborhood as debris is moved to the ROW. In this case the loads will need to be documented separately, per the instructions of the County and the Debris Monitoring Consultant.
 - Debris Removal from Private Property – Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by the County, will accomplish the removal of debris from private property, to include private roadways.
 - Eligible ROW Construction and Demolition (C&D) or Municipal Solid Waste (MSW) Debris Removal - Work consists of the collection and transportation of Eligible C&D or MSW debris on the Public ROW or private property to a County approved TDSR site or County designated final disposal site.
 - Eligible Demolition, Removal and Transportation of Structures - Work consists of the demolition of structures on public property or private property, obtaining necessary permits and hauling the resulting debris to a County designated final disposal site.

- Removal of Eligible Hazardous Trees and Limbs - Work consists of removing Eligible hazardous trees and limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Element 1, Eligible ROW Vegetative Debris Removal.
- Eligible Household Hazardous Waste Removal, Transport and Disposal - Work consists of removal, transportation and disposal of Eligible household hazardous waste. (HHW).
- Eligible Abandoned Vehicle Removal - Work consists of removal of Eligible Abandoned Vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.
- White Goods – The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Florida Administrative Code. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- Eligible E-waste Item Removal – Work consists of the recovery and disposal (or recycling) of televisions, computers, computer monitors, etc. unless otherwise specified in writing by the County.
- Eligible Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.
- Hazardous Tree Stumps – The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the County. Stumps shall be hauled to TDSRS where they shall be inspected and categorized by size. GPS X and Y coordinates are required for reimbursement by FEMA.
- Fill Dirt – The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the County.
- Canals, Streams and Conservation Areas – The Contractor shall coordinate with the appropriate local, state, or federal agencies with jurisdictional authority to remove debris in natural or man-made waterways.
- **DEBRIS PROCESSING:**
 - Temporary Debris Staging and Reduction Site (TDSRS) – The Debris Monitoring Team will determine the minimum number of sites required for each storm event. Franklin County will designate the TDSRS to be activated. The contractor and the County will jointly select these sites, at the beginning of each hurricane season. Preparation, maintenance and operation of these TDSRS facilities are entirely the Contractor’s responsibility.
 - Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall

include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the County. At the County's discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

- **TDSRS Debris Removal Operations Plan and Environmental Protection Plan** – This plan is to address site setup, pre-use activities, post-use activities and operational activities. The plans will also include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the CONTRACTOR will provide a Site Management Plan.
- **Three (3) copies of the plan are required.** The plan shall be drawn to a scale of 1" = 50' and address following functions:
 - Access to site
 - Site preparation -clearing, erosion control, and grading
 - Traffic control procedures
 - Safety
 - Segregation of debris
 - Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower
 - Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
 - Location of existing structures or sensitive areas requiring protection
 - Restoration of Site
- **All debris shall be processed in accordance with local, State and Federal law, standards and regulations.** Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
- **Generated Hazardous Waste Abatement** – Abatement of hazardous waste identified by the County is to be disposed of in accordance with all applicable Federal, State, and local laws, standards and regulations.
- **Permitting** – The Contractor shall maintain responsibility for all required permitting.
- **Debris Disposal** – Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process is to be in accordance with all applicable Federal, State, and local laws, standards and regulations. The Contractor shall be responsible for paying all landfill-tipping fees and provide all required documentation to the Debris Monitoring Consultant needed to receive eligible reimbursement through FEMA and (FHWA) for such fees.
- Assist Debris Monitoring Consultant in the following:

- Monitoring multiple contractors and multiple trucks delivering materials to the TDSRS.
- Verify that each truck that delivers to the TDSRS matches its manifest ticket – truck and maximum capacity.
- Make sure load is properly secured for transport.
- Photograph of each loaded truck bed and attach photograph to truck’s manifest ticket or link with digital photographic records, as applicable.
- Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before permitting truck to leave the TDSRS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the TDSRS and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by County personnel, e.g. conduct final inspections and issue closeout reports.

- **DOCUMENTATION AND RECORDS:**

- Documentation and Inspections

- Storm debris shall be subject to inspection by the County and their Debris Monitoring Consultant. Inspections will be to insure compliance with the contract and applicable local, State and Federal laws.
 - The Contractor will, at all times, provide the County access to all work sites and disposal areas. The Contractor and Debris Monitoring Consultant will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Debris Monitoring Consultant will coordinate data collection and information management systems, including but not limited to:
 - Prepare detailed estimates and submit to FDEM, FHWA and FEMA for use in Project Worksheet preparation.
 - Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes.
 - Provide daily, weekly or other periodic reports for County managers and the Debris Monitoring Consultant, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

- The Contractor shall provide all requested information to the Debris Monitoring Consultant that is necessary for proper documentation. County staff shall review all documentation prior to submittal. The Contractor will work closely with the FDEM, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. The Debris Monitoring Consultant will coordinate this work. Discrepancies in what is required of the Contractor must immediately be brought to the attention of the Debris Management Team.
 - Documentation and Recovery Process – The Contractor will provide the following assistance in addition to debris removal:
 - Recovery process documentation – create recovery process documentation plan
 - Maintain documentation of recovery process
 - Provide written and oral status reports as requested to County Debris Monitoring Consultant
 - Review documentation for accuracy and quantity
 - Assist in preparation of claim documentation.
 - TDSRS Site Reclamation – Site reclamation shall be accomplished in accordance with all Federal, State and local laws, standards and regulations. Site reclamations shall be accomplished in accordance with the Contractor’s Debris Removal Operations Plan and Environmental Protection Plan, as approved by The County.
- **WORK AREAS:**
 - **Work Areas** – The County will establish and approve all areas that the Contractor will be allowed to work. These include Right of Way, public land, private properties/accesses and TDSRS. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Fill dirt, re-vegetation and grading may be required to achieve the desired condition.
 - **Working Hours**– All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only unless otherwise authorized by the County. Hauling of eligible debris to the TDSRS will be allowed during visible daylight hours only between dawn and dusk unless otherwise authorized by the County. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary to meet the work demand, subject to County approval. County approval shall consider safety and impacts to surrounding land uses such as occupied residential areas. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.
 - **Priority of Work Areas** – The County will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Determination of when a site is in a clean and neat condition

will be at the reasonable judgment of the County. Such determination will not be unreasonably withheld.

- **Safety** – The Contractor shall have at least one Safety Officer on duty at all times. The safety officer shall be familiar with and properly trained to perform the assigned Safety Officer duties. Training shall include, but not limited to certification in the Florida Department of Transportation Maintenance of Traffic Standards (FDOTMOT). All work zones shall conform to FDOTMOT Standards and all work sites/conditions shall conform to all applicable Federal, State and local safety standards. In addition, Contractor shall ensure that all subcontractors have received appropriate safety training.

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Section 8 – Required Forms

PROPOSAL SUBMITTAL CHECKLIST

- ☒ Proposer's Certification
- ☒ Addendum Acknowledgement
- ☒ Drug-Free Workplace Certificate
- ☒ Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- ☒ Affidavit of Non-Collusion
- ☒ Professional References
- ☒ MWBE Participation Statement
- ☒ Vendor Information
- ☒ W-9 Form
- ☒ Unit Cost Fee Rate Schedule

Submission of one (1) original marked "ORIGINAL", five (5) identical paper copies, and one (1) electronic copy in pdf format on CD.

BY:

Bidder


(Authorized Signature)

9/7/18
(Date)

Greg Gathers
(Print Name)

This document must be completed and returned with your Submittal

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposals, Instructions to Proposers, General and/or Special Conditions, Specifications, RFP Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the County adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP on behalf of the Proposer / Consultant as its act and deed and that the Proposer / Consultant is ready, willing and able to perform if awarded the contract.

I further certify that this RFP is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Franklin County Board of County Commissioners or of any other proposer interested in said RFP; 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.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions:

Custom Tree Care, Inc.
NAME OF BUSINESS

3722 SW Spring Creek Unit
MAILING ADDRESS

[Signature]
AUTHORIZED SIGNATURE

Topeka, KS 666010
CITY, STATE & ZIP CODE

Greg Gathers, President
NAME, TITLE, TYPED

(785) 478-9805 (785) 478-4195
TELEPHONE NUMBER / FAX NUMBER

48-1245968
FEDERAL IDENTIFICATION #

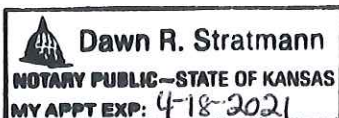
ggathers@customtreecare.com
E-MAIL ADDRESS

Kansas
STATE OF FLORIDA
Shawnee
COUNTY OF

The foregoing instrument was acknowledged before me this 14 day of September, 2018 by Greg Gathers, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires: 4-18-2021

[Signature]
Notary Public



This document must be completed and returned with your Submittal

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined this Request for Proposal (RFP) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

[Signature]
(Authorized Signature)

9/7/18
(Date)

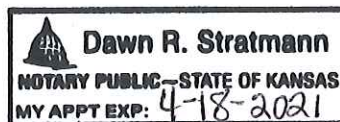
Greg Gathers
(Print Name)

STATE OF ~~FLORIDA~~ Kansas
COUNTY OF Shawnee

The foregoing instrument was acknowledged before me this 7th day of September, 2018 by Greg Gathers who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires: 4-18-2021

[Signature]
Notary Public



This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,
(print or type name of firm) Custom Tree Care, Inc.

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

[Signature]
(Authorized Signature)

9/7/18
(Date)

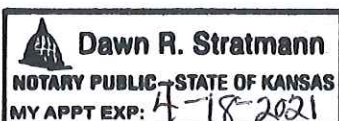
Greg Gathers
(Print Name)

Kansas
STATE OF FLORIDA
COUNTY OF Shannon

The foregoing instrument was acknowledged before me this 7th day of September, 2018 by Greg Gathers who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires: 4-18-2021

[Signature]
Notary Public



This document must be completed and returned with your Submittal

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

Before me, the undersigned County, personally appeared Breg Gathers who, being by me first duly sworn, made the following statement:

1. The business address of Custom Tree Care, Inc. (name of Offeror or business) is 3722 SW Spring Creek Ln, Topeka, KS 66610.
2. My relationship to Custom Tree Care, Inc. (name of Offeror or business) is president (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean 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 guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or Consultant, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or Consultant, nor any affiliate of the Offeror or Consultant has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or Consultant, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or Consultant who is active in the management of the Offeror or Consultant or an affiliate of the Offeror or Consultant. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

(Authorized Signature)

(Print Name)

STATE OF ~~FLORIDA~~ Kansas
COUNTY OF Shawnee

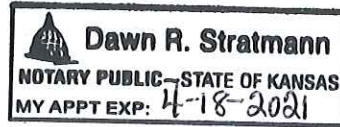
(Date)

9/7/18

The foregoing instrument was acknowledged before me this 9th day of September, 2018 by Greg Gathers, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires: 4-18-2021

Dawn R. Stratmann
Notary Public



This document must be completed and returned with your Submittal

AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF FRANKLIN COUNTY EMPLOYEES

Greg Gathers, * being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Franklin County Board of County Commissioners or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

[Signature]
(Authorized Signature)

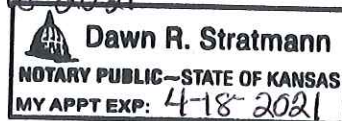
9/7/18
(Date)

Greg Gathers
(Print Name)

Kansas
STATE OF ~~FLORIDA~~
COUNTY OF Shawnee

The foregoing instrument was acknowledged before me this 7th September, 2018 by Greg Gathers who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires: 4-18-2021



[Signature]
Notary Public

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.

This document must be completed and returned with your Submittal

PROFESSIONAL REFERENCES

See attached

Please provide three (3) current and correct references from clients for similar services.

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal

MWBE PARTICIPATION STATEMENT

Note: The Consultant is required to complete the following information and submit this form with the proposal.

Project Description: Disaster Debris Removal + Disposal Services

Consultant Name: Custom Tree Care, Inc.

This Consultant (is) (is not X) a certified small or Minority or Woman Owned Business Enterprise (MWBE) per 44 C.F.R. § 13.36 (e).

Expected percentage of contract fees to be subcontracted to MWBE(s): %

If the intention is to subcontract a portion of the contract fees to MWBE(s), the proposed MWBE sub-Consultants are as follows:

DBE Sub-Consultant

Type of Work/Commodity


(Authorized Signature)
Greg Gathers
(Print Name)

9/7/18
(Date)

This document must be completed and returned with your Submittal

VENDOR INFORMATION

(Please attach a current W9 Form)

Name of Individual or Business Name:

Custom Tree Care, Inc.

Parent Company Name (if different than above):

Taxpayer Identification Number (TIN): 48-1245968

Vendor is:

(☒) Corporation

(☐) Partnership

(☐) Sole Proprietorship

(☐) Other _____ (Explain)

Permanent Residence/Corporate Office Address:

Address 3722 SW Spring Creek Ln.
City Topeka State KS Zip Code 66610
Phone (785) 478-9805 Fax (785) 478-4195
E-mail ggathers@customtreecare.com

Payment Address (if different from above):

Address 6021 SW 29th St. PMB #130
City Topeka State KS Zip Code 66614
Phone (785) 478-9805 Fax (785) 478-4195
E-mail ggathers@customtreecare.com

Purchase Order Address (if different from above):

Address _____
City _____ State _____ Zip Code _____
Phone _____ Fax _____
E-mail _____

This document must be completed and returned with your Submittal

Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
--------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------	-----------------------------------------------------

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Custom Tree Care, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) =	
	<input type="checkbox"/> Other (see instructions) =	
Address (number, street, and apt. or suite no.) 3122 SW Spring Creek Ln.		Requester's name and address (optional)
City, state, and ZIP code Topeka, KS 66610		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	Social security number <table border="1" style="width: 100%; height: 20px;"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>										
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.											
Employer identification number <table border="1" style="width: 100%; height: 20px;"> <tr> <td>4</td><td>8</td><td>-</td><td>1</td><td>2</td><td>4</td><td>5</td><td>9</td><td>6</td><td>8</td> </tr> </table>		4	8	-	1	2	4	5	9	6	8
4	8	-	1	2	4	5	9	6	8		

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).	
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 on page 4.	
Sign Here	Signature of U.S. person =
Date = 9/7/18	

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.	Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: <ul style="list-style-type: none"> • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

This document must be completed and returned with your Submittal

Unit Cost Fee Rate Schedule

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>MOBILIZATION AND DEMOBILIZATION</u>	L.S.	0

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY</u>		
Backhoe - Rubber Tire Type, J.D. 310 or equal w/bucket & hoe	Hour	100
Bucket Truck - 50 Ft.	Hour	125
Bucket Truck - 50' to 75'	Hour	145
Chipper w/2-man Crew	Hour	110
Crane - 100 Ton (8 Hr Minimum)	Hour	500
Crane - 50 Ton	Hour	375
Crane 30 Ton or larger	Hour	225
Dozer -D-6 or equivalent	Hour	135
Dozer-CAT D4 or equivalent	Hour	125
Dozer-Cat D8 or equivalent	Hour	175
Dump Truck - 5 CY	Hour	90
Dump Truck - Trailer, 50-80 cubic yard	Hour	110
Dump Truck-Tandem, 14-18 cubic yard	Hour	95
Dump Truck-Trailer, 24-40 CY	Hour	100
Dump Truck-Trailer, 41-60 CY	Hour	100
Dump Trailer w/Tractor, 30 to 40 CY	Hour	100
Dump Trailer w/Tractor, 41 to 50 CY	Hour	110
Dump Trailer w/Tractor, 51 to 60 CY	Hour	110
Dump Truck - 10 to 15 CY	Hour	95
Walking Floor Trailer w/Tractor, 100CY	Hour	110
Equipment Transports	Hour	110
Excavator - Cat 320 or equivalent	Hour	130
Excavator - Cat 325 or equivalent	Hour	135
Excavator - Cat 330 or equivalent	Hour	135
Excavator - Rubber Tired with debris grapple	Hour	140

This document in its entirety must be completed and returned with your Submittal

Unit Cost Fee Rate Schedule (Page 2 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY (CONTINUED)		
Farm Tractor w/Boxblade	Hour	60
Feller Bunchers 611 Hydro-Ax or equivalent	Hour	135
Forklift - Extends Boom with debris grapple	Hour	100
Jetter Vac Truck	Hour	275
Loader - Bobcat, 753 or John Deere 648-E with debris grapple or equivalent	Hour	85
Loader - Front End, 544 or equal with debris grapple or equivalent	Hour	130
Loader - Knuckleboom -216 Prentice or equivalent	Hour	175
Loader - Self, Knuckle Boom Truck, 25-35 CY Body	Hour	165
Loader - Self, Knuckle Boom Truck, 35-45 CY Body	Hour	175
Loader - Skid Steer-753 Bobcat w/Bucket or equivalent	Hour	75
Loader - Steer-753 Bobcat Skid with Street Sweeper or equivalent	Hour	85
Loader - Towed w/Tractor, Prentice 210 or equivalent	Hour	175
Loader - Wheel JD 644, or equivalent, with debris grapple or equivalent	Hour	135
Loader - Wheel, Cat 955 or equivalent	Hour	130
Loader - Wheel, Cat 966 or equivalent	Hour	130
Loader - Wheel, JD 644, 2-3 CY Articulated w/Bucket or equivalent	Hour	130
Log skidder-JD 648E, or equivalent	Hour	130
Motor Grader-CAT 125 - 140HP or equivalent	Hour	135
Pickup Truck - Unmanned	Hour	20
Portable Light Plant	Hour	20
Power Screen	Hour	180
Loader-Self, Scraper CAT 623 or equivalent	Hour	135
Stacking Conveyor	Hour	40
Stump Grinder/ Vermeer 252 or equivalent	Hour	40
Street Sweeper	Hour	100
Sweeper – open air broom	Hour	75
Trackhoe 690 J.D. or equivalent	Hour	130

Unit Cost Fee Rate Schedule (Page 3 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY (CONTINUED)		
Truck - 1 ton Pickup <i>MANNED</i>	Day	<i>600</i>
Truck - 1/2 ton Pickup <i>MANNED</i>	Day	<i>600</i>
Truck - 3/4 ton Pickup <i>MANNED</i>	Day	<i>600</i>
Truck - 6 Wheel Drive Heavy Off Roads	Hour	<i>135</i>
Truck - Box	Day	<i>65</i>
Truck - Service	Hour	<i>65</i>
Truck - Supplies	Hour	<i>65</i>
Truck - Water	Hour	<i>65</i>
Utility Van	Day	<i>60</i>
Other (List)		
Other (List)		
Other (List)		

Unit Cost Fee Rate Schedule (Page 4 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
DEBRIS REMOVAL SERVICES		
Debris Removal from Event Site and Hauling to DMS 0-30 Miles.	CY	7.95
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 0-30 Miles.	CY	8.45
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 0-30 Miles.	CY	4.20
Debris Removal from Event Site and Hauling to DMS 31-60 Miles.	CY	8.20
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 31-60 Miles.	CY	9.45
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 31-60 Miles.	CY	5.70
Debris Removal from Event Site and Hauling to DMS 61+ Miles.	CY	10.50
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 61+ Miles.	CY	10.95
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 61+ Miles.	CY	6.95
White Goods removal, segregation and disposal at approved location*	Item	45
HAZWASTE removal, segregation and packaging at DMS for disposal by others	Pound	5 ⁰⁰
Freon Management, Recycling and Disposal*	Per unit	45
Carcass Removal, Transportation and Disposal* (Removal of debris that will decompose such as animals or organic)	Pound	2 ⁵⁰
Waterway Debris Removal <i>Debris removal from canals, rivers, creeks, streams & ditches</i>	CY	30 ⁵⁰
Sand Collection and Screening <i>Pick up, screen and return debris laden sand/mud/dirt/rock</i>	CY	14.50
Vessel Removal	Unit	750
Demolition of Private Structure	CY	21 ⁰⁰
Vehicle Removal	Unit	
Electronic Waste <i>Removal of electronic debris that contain hazardous materials, such as cathode ray tubes. Includes computer monitors and televisions</i>	Unit	25
Biowaste <i>Removal of waste capable of causing infection to humans (Animal waste, human blood, pathological waste)</i>	Pound	10

*NOTE: Contractor will pay tipping fee or other disposal fee at final disposal site(s) and charge Franklin at cost. All final disposal sites must be approved by Franklin County.

Unit Cost Fee Rate Schedule (Page 5 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
TREE OPERATIONS, INCLUDING HAULING		
Hazardous Trees Removal 6" diameter to 12" diameter	Tree	75
Hazardous Trees Removal >12" diameter to 24" diameter	Tree	135
Hazardous Trees Removal >24" diameter to 36" diameter	Tree	225
Hazardous Trees Removal >36" to 48"	Tree	345
Hazardous Trees Removal >48"+	Tree	400
Hazardous Limbs Removal >2"	Tree	75
Hazardous Stumps Removal >24" – 36"	Stump	175
Hazardous Stumps Removal >36" – 48"	Stump	225
Hazardous Stumps >48"+	Stump	300
Stump Fill Dirt <i>Fill dirt for stump holes after removal</i>	CY	18

DESCRIPTION OF SERVICE	UNIT	UNIT COST
MANAGEMENT AND REDUCTION		
Grinding <i>Grinding/chipping vegetative debris</i>	CY	2.45
Air Curtain Burning <i>Air Curtain Burning vegetative debris</i>	CY	2.35
Open Burning <i>Opening burning vegetative debris</i>	CY	1.25
Compacting <i>Compacting vegetative debris</i>	CY	.25
Debris Management Site Management <i>Preparation, management, and segregating at debris management site</i>	CY	.75

Unit Cost Fee Rate Schedule (Page 6 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>FINAL DISPOSAL</u>		
Tipping Fees (Vegetative) <i>Fee includes negotiated contract price or pass through amount for vegetative</i>	CY	PASS THROUGH
Tipping Fees (Mix) <i>Fee includes negotiated contract price or pass through amount for mix</i>	CY	PASS THROUGH
Tipping Fees (C&D) <i>Fee includes negotiated contract price or pass through amount for C&D</i>	CY	PASS THROUGH

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>MISCELLANEOUS EQUIPMENT & SERVICES</u>		
Hay bales	Each	5.00
Staked Silt Fence	LF	
Fill Dirt	CY	18
Tree Protection, as required	LF	
Dewater, as required	Hour	
Bagged Ice, 50/100 lbs	per	
Bottled Water, Palletized Truck Load	Lb	
Bulk Water, Tanker	Gal	
Water Tanker for Bulk Water, Tanker	Gal	
Light Tower w/Generator	Day	250
Office Trailer, 40 ft	Day	450
Portable Toilet, Single	Day	275
Portable Toilet, Single	Week	1,000

Unit Cost Fee Rate Schedule (Page 7 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>PERSONNEL RATES</u>		
Traffic Control Personnel	Hour	40
Laborer	Hour	40
Survey Person w/Truck	Hour	50
Inspector w/Vehicle	Hour	50
Chainsaw w/Operator	Hour	45
Foreman w/Truck	Hour	50
Superintendent w/Truck	Hour	65
Climber w/Gear	Hour	65
Mechanic w/Truck and Tools	Hour	50
Ticket Writers / Individual	Hour	35
Clerical / Individual	Hour	35
Program Management Services – Professional	Hour	45
Program Management Services – Administrative	Hour	35
Other (List)	Hour	
Other (List)	Hour	
Other (List)	Hour	

Section 9- Sample Contract

Franklin County Non-exclusive Contract for Debris Removal and Disposal Services

THIS CONTRACT, including Attachment A (Submitted Proposal for Franklin County RFP Debris Removal, dated [date]), is made this the ____ day of _____, 2018, by and between [Vendor Name] (herein referred to as "**Contractor**") and the **County of Franklin** a political subdivision of the **State of Florida** (herein referred to as "County").

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of Franklin County plus recovery Technical Assistance to the appointed and elected officials resulting from a future storm or manmade event; and

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

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

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

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

WHEREAS, [Vendor Name] has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, Franklin County and the [Vendor Name] have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 Scope of Contracted Services:

The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all **eligible storm-generated debris (herein referred to as "debris")**, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) That which is determined to eliminate immediate threats to life, public health, and safety; 2) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other right-of-ways and public school properties, including any other locally owned facility or site as may be directed by the County. Contracted services will only be performed when requested and as designated by the County. **Contract excludes Cities and non-public properties.**

The Contractor shall load and haul the debris from within the legal boundaries of the county to a site(s) specified by the County as set out in Section 4.8 of this Contract.

1.2 Emergency Push / Road Clearance:

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the County. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of the County when directed to do so by the County. The Contractor shall use reasonable care not to damage any County or private property not already damaged by the storm event. Should any property be damaged due to negligence on the part of the Contractor, the County may either bill the Contractor for the damages or withhold funds due to the Contractor.

1.4 Demolition of Structures (if implemented by Franklin County):

The Contractor will remove structures designated for removal by and at the direction of the County. The Contractor agrees to remove in a timely manner all structures as determined by the County as set out in Section 1.1 of this Contract.

1.5 Private Property Waivers: County excludes private property.

1.6 Disaster Recovery Duty Performance:

The Contractor will perform disaster recovery duties to assist appointed officials within the County. This service may include Debris Program assistance as required by the County. This is the concept of complete recovery support where the Contractor would assist a local government applicant on aspects of the recovery process. Contractor personnel cannot assume the sovereign duties and functions of the County officials.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the County may be rejected without costs. Replacements and/or rework, as required, will be accomplished at no additional cost to the County.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the County, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor will utilize the service of local subcontractors, where feasible, and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the County.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the County from and against any and all liabilities, suits, actions, legal proceedings, claims demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effective during the term of this Contract. The Contractor must also name the County, as additional insured, while working within the boundaries of the County.

2.3.4 Worker's Compensation:

- ♦ As required by law.

2.3.5 Automobile Liability:

- ♦ As required by law.

2.3.6 Comprehensive General Liability:

- ♦ As required by law.

2.3.7 Insurance Cancellation / Renewal:

The Contractor will notify the County at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the County at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Representative report to the County's designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within **72** hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within (number of days will be determined once extent of damage has been determined) working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5.1 Extensions (optional):

In as much as this is a "time is of the essence" based Contract; the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the County, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the County and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for two (2) consecutive years, beginning on the date of acceptance by and signatures of the County and Contractor, whichever comes later.

3.7 Contract Renewal:

This Contract may be renewed for one year after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed on an annual basis, at which time amended unit costs may be submitted by the Contractor to the County to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s). **The County shall have the right to refuse amendments unilaterally and such refusal shall be final.**

3.8 Contract Termination:

This Contract shall terminate upon **30** days written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The County may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements.

4.2 County Obligations:

The County shall furnish all information and documents necessary for the commencement of contracted services. **Any written Notice to Proceed received by contractor from the primary point of contact from the County shall be valid.** A representative will be designated by the County to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice to Proceed. The County is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the County with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting of all operations in a satisfactory level of workmanship. The Contractor shall exhibit respect for the citizens and their individual private properties. The Contractor shall have and require strict compliance with a written Code of Ethics.

4.4 Supervision:

The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the County's Authorized Representative shall be as binding as if given to the Contractor.

4.5 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract.

4.6 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.7 Ownership of Debris (optional):

The County will decide at what stage to relinquish ownership of debris, including regulated hazardous waste, to the Contractor for removal and lawful final disposal to its legal final location. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.8 Disposal of Debris:

Unless otherwise directed by the County, the Contractor shall be responsible for determining and executing the method and manner for lawful final disposal of all eligible debris, including regulated household hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the County and Contractor. Other sites may be utilized as directed and/or approved by the County.

5.0 GENERAL TERMS AND CONDITIONS

5.1

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

5.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the County and/or unscheduled passes of each area impacted by the storm event. The County shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County.

5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the County. Should operation of equipment be required outside of the public ROW, the County will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the County a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the County and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the County.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

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

5.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted from 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the County following consultation and notification to the Contractor.

5.9 Household Hazardous Wastes:

The Contractor shall set aside and reasonably protect all household hazardous waste encountered during debris removal operations for collection and disposal in accordance with the Contractor's

Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Household Hazardous Waste Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the County.

5.10 Stumps:

All hazardous/eligible stumps identified by the County will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Section 7 of this Contract.

5.11 Utilizing Local Resources:

The Contractor shall, to every extent possible, give priority to utilizing resources within the County. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:

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

5.13 Inspection and Testing:

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

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms: Subject to 7.6.1

The County shall accept the serialized original load ticket produced by the County's monitoring representative as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s). **The County reserves the right to challenge the Contractor's accounting system.**

6.2 Reports:

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

6.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the County.

6.2.3 Report(s) Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the County in consultation with the Contractor.

6.2.4 Final Project Closeout:

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

6.3 Additional Supporting Documentation:

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

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the County, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 Debris Removal, Processing and Disposal

In accordance with submitted proposal

7.2 Hourly Equipment, Labor and Materials

In accordance with submitted proposal

7.3 Stump Conversion Table

In accordance with submitted proposal

7.4 Billing Cycle:

The Contractor shall invoice the County on a biweekly basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.5 Payment Responsibility:

The County agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days. The County will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.6 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the County and/or Government as ineligible debris unless otherwise authorized.

7.6.1 Debris Eligibility:

Notwithstanding anything to the contrary in this contract, it is understood and agreed that Franklin County's obligations under this contract shall be limited to, and not exceed, the dollar value of hurricane debris which Franklin County finally determines to be qualified for payment under this contract (Hereinafter "qualified debris"). Franklin County shall only pay the contractor for qualified debris according to the reimbursement rates as determined by standards as provided hereinafter. Furthermore, the parties agree that Franklin County's obligation to pay for hurricane debris that Franklin County finally determines does not qualify for reimbursement shall be limited to a maximum of \$10,000.00, regardless of the actual value of such non-qualifying debris. The standards for eligibility as provided herein shall be used by Franklin County in determining eligibility. To the extent there is a conflict between the other terms of this contract and such standards, the standards shall prevail.

For example: \$1,000,000.00 of hurricane debris is removed pursuant to the contract. Of that amount, Franklin County finally determines that \$300,000.00 is not qualified debris and that \$700,000.00 is qualified debris. Franklin County's obligation to pay for hurricane debris removed pursuant to the contract shall be limited to: \$700,000.00, plus \$10,000.00 for the non-qualified debris. Franklin County will have no obligation to pay \$290,000.00 of the hurricane debris which Franklin County finally determines is not qualified.

IN order to comply with this stipulation (7.6.1), Contractor will not remove debris until the County and/or FEMA have declared debris eligibility in writing. Load tickets signed by County Monitor or County's representative will be deemed as eligible debris.

The Criteria for debris eligibility follows:

1. It must present an immediate threat to public safety and health, and
2. It must be a direct result of the declared event, and
3. It must originate from a maintained public property; such as a right of way, and
4. It must originate in Franklin County's legal jurisdiction and be Franklin County's legal responsibility at the time of the disaster, and
5. FEMA-322 Public Assistance Guide, and FEMA 325 The FEMA Debris Management Guide, as modified from time to time.

7.6.2 Eligibility Inspections:

The Contractor and County will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.6.3 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the County for such loads.

7.7 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the County and the Contractor and subject to the review of the Government.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor: [Vendor Name].

Address

County: Franklin County, FL

Emergency Management Coordinator
28 Airport Road
Apalachicola, FL 32320

8.2 Applicable Law:

The laws of the **State of Florida** shall govern this Contract. Venue shall be in Franklin County, Florida.

8.3 Entire Contract:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may be modified, amended or extended by a written instrument executed by both parties as per Section 8.1 of this Contract.

8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the [Vendor Name], has caused this Contract to be signed in its corporate name by its authorized representative and Franklin County has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

[Vendor Name]

County of Franklin, FL

By: _____

By: _____

Title: _____

Title: Chairman

ATTEST:

ATTEST:
