

**AGREEMENT FOR
DISASTER AND DEBRIS MANAGEMENT SERVICES**

THIS AGREEMENT, made this 11 day of July 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and DRC Emergency Services, LLC, an Alabama limited liability company authorized to transact business in the State of Florida, ("Contractor" or "Company"), whose address and phone number are 740 Museum Drive, Mobile, AL 36608, Telephone: 251-343-3581, Fax: 251-343-5554, Email: cwalker@drcusa.com,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Invitation to Bid No. 633-11201, Disaster and Debris Management Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated April 10, 2013 ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated July 11, 2013, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on May 21, 2013, and shall end on November 20, 2014. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Pollution/Accidental Spill Insurance

Limit: \$1,000,000

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Combined single limit bodily injury/property damage \$1,000,000

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 24 Fla. L. Weekly C252 (Fla. May 6, 2013), and their progeny, this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2012), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2012), as may be amended or revised.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

DRC EMERGENCY SERVICES, LLC

By: [Signature]
Print Name: Gerald Lee Busby
Title: President

STATE OF Alabama :
COUNTY OF Mobile :

The foregoing instrument was acknowledged before me this 10th day of July, 2013, by Gerald Lee Busby as (title): President for DRC Emergency Services, LLC, an Alabama limited liability company authorized to transact business in the State of Florida.

(SEAL)

[Signature]
Notary Public, State of Alabama, Mobile County
(Signature of Notary Public)

Erika M Hunt

(Print, Type, or Stamp Commissioned Name of Notary Public) **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 19, 2014**

Personally Known OR Produced Identification
Type of Identification Produced _____

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

633-11201

Disaster and Debris Management Services



CITY OF FORT LAUDERDALE

Rick Andrews

954-828-4357

Bid 633-11201 Disaster and Debris Management Services

Bid Number **633-11201**
 Bid Title **Disaster and Debris Management Services**

Bid Start Date **Mar 19, 2013 4:54:20 PM EDT**
 Bid End Date **Apr 11, 2013 2:00:00 PM EDT**
 Question & Answer End Date **Apr 4, 2013 5:00:00 PM EDT**

Bid Contact **Rick Andrews**
Procurement Specialist II
Procurement
954-828-4357
Randrews@fortlauderdale.gov

Contract Duration **1 year 6 months**
 Contract Renewal **3 annual renewals**
 Prices Good for **4 months**

Bid Comments

The City of Fort Lauderdale (City) is the largest populated city of 31 municipalities in Broward County, Florida. Located on the southeast coast of the State, the City may experience massive destruction from the impact of a hurricane landfall, violent storms spawning tornadoes, and other natural or manmade disasters or emergencies.

As a full-service community providing for the economic sustainability of business and residential life, efficient and effective recovery of debris is paramount following a disaster event. The City takes great pride in facilitating tourism; operating an Executive Airport; maintaining seven miles of Atlantic Ocean beach; and hosting a world class marine industry with 165 miles of waterways, Port Everglades, and numerous cruise ships. Therefore, the City is seeking a highly experienced and highly qualified Disaster and Debris Management Contractor to protect the health, safety, and welfare of our community should disaster strike.

The City's expectation is that by hiring a professional Debris Management Contractor (DMC) to assist the City in a disaster event, the City is fully dependent and relying upon the professional expertise, training and experience of the DMC. The DMC shall be fully responsible to advise the City on the do's and don'ts of the Stafford Act, Federal Emergency Management Administration (FEMA) procedures and/or other governmental regulatory agencies and insurance companies. DMC shall perform all work in compliance with such regulations, representing the City to ensure maximum financial recovery.

Item Response Form

Item **633-11201--01-01 - Vegetative Debris Removal**
 Quantity **342000 cubic yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 342000

Description
 Vegetative debris removal from public rights-of-way and hauling to TDSR site or other designated location

Item **633-11201--01-02 - Mixed Debris Removal**
 Quantity **100000 cubic yard**
 Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100000

Description

Mixed Debris Removal from designated work zone and hauling to TDSR site or other designated location.

Item **633-11201--01-03 - Debris Removal from Drop-Off Sites**
 Quantity **20000 cubic yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 20000

Description

Debris removal from drop-off sites and hauling to TDSR site or other designated location.

Item **633-11201--01-04 - Vegetative Debris Grinding**
 Quantity **300000 cubic yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 300000

Description

Reduction of vegetative debris via grinding at TDSR site or other designated location

Item **633-11201--01-05 - Mixed Debris Processing**
 Quantity **100000 cubic yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100000

Description

Separation of Mixed Debris into Construction and Demolition Debris, White Goods, Household Hazardous Waste, Vegetative Debris, E-Waste, etc. at TDSR Site or other designated location

Item **633-11201--01-06 - Haul-out of Reduced Vegetative Debris**
 Quantity **100000 cubic yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100000

Description

Hauling reduced Vegetative Debris from TDSR Site or other designated location to final disposal site.

Item **633-11201--01-07 - Haul-out of Separated C&D Debris**
 Quantity **140000 cubic yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 140000

Description

Hauling construction and demolition debris fro TDSR site or other designated location to final disposal site.

Item **633-11201--01-08 - Haul-out of White Goods**
 Quantity **10000 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10000

Description

Removal of freon from white goods; hauling of White Goods from TDSR Site to recycler (hauling of White Goods to TDSR or other designated location is included in the Mixed Debris removal price)

Item **633-11201--01-09 - Haul-out of E-Waste**
 Quantity **2000 cubic yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2000

Description

Recovery and recycling of eligible E-Waste, such as televisions, computers, computer monitors, microwaves, and other items specified by the City in writing (hauling of E-Waste to TDSR or other designated location is included in the Mixed Debris removal price)

Item **633-11201--01-10 - Hazardous Stump Removal 25-36 Inches Diameter**
 Quantity **30 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 30

Description

Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling

Item **633-11201--01-11 - Hazardous Stump Removal 37-48 Inches Diameter**
 Quantity **40 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 40

Description

Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling

Item **633-11201--01-12 - Hazardous Stump Removal More Than 48 Inches Diameter**
 Quantity **20 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 20

Description

Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling

Item **633-11201--01-13 - Hazardous Stump Backfill Delivered and Placed**
 Quantity **100 cubic yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

Backfill Delivered and Placed

Item **633-11201--01-14 - Removal of Partially Uprooted or Split Trees (Leaners) 24.99 Inches Diameter**
 Quantity **1120 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1120

Description

Felling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal. Price includes excavating root ball and placing it in right-of-way and backfilling.

Item **633-11201--01-15 - Removal of Partially Uprooted or Split Trees (Leaners) 25-36.99 Inches Diameter**
 Quantity **100 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

Felling partially uprooted or split trees from the right-of-way or overhanging portion of the

right-of-way and placing the debris in the right-of-way for removal.
Price includes excavating root ball and placing it in right-of-way and backfilling

Item	633-11201--01-16 - Removal of Partially Uprooted or Split Trees (Leaners) >36.99 Inches Diameter
Quantity	100 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 100

Description

Falling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal.
Price includes excavating root ball and placing it in right-of-way and backfilling

Item	633-11201--01-17 - Removal of Partially Uprooted or Split Trees - Backfill Delivered and Placed
Quantity	100 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 100

Description

Backfill delivered and placed

Item	633-11201--01-18 - Removal of Split Leaner No Exposed Root Ball, Tree Diameter 24.99 Inches or Less
Quantity	5 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 5

Description

Price Includes flush cutting the tree trunk

Item	633-11201--01-19 - Removal of Split Leaner No Exposed Root Ball, Tree Diameter 25-36.99 Inches
Quantity	30 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 30

Description

Price Includes flush cutting the tree trunk

Item	633-11201--01-20 - Removal of Split Leaner No Exposed Root Ball, Tree Diameter > 36.99 Inches
Quantity	20 each

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 20

Description

Price Includes flush cutting the tree trunk

Item **633-11201--01-21 - Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, 1-5 Limbs**

Quantity **3000 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 3000

Description

Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of way and placing the debris in the right-of-way for removal

Item **633-11201--01-22 - Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, 5-10 Limbs**

Quantity **3000 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 3000

Description

Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of way and placing the debris in the right-of-way for removal

Item **633-11201--01-23 - Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, All Limbs**

Quantity **10000 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10000

Description

Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of way and placing the debris in the right-of-way for removal

Item **633-11201--01-24 - Management and Haul-Out of Household Hazardous Waste**

Quantity **10000 pound**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301

Qty 10000

Description

Proper management, storage and disposal of household hazardous waste

Item **633-11201--01-25 - Dead Animal Removal**
 Quantity **2000 pound**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2000

Description

Dead animal collection, transport and disposal

Item **633-11201--01-26 - Sand Screening**
 Quantity **20000 cubic yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 20000

Description

Debris-laden sand removed, collected, hauled to a designated site, screened, and returned to the beach or other designated location. Debris to be hauled to a TDSR Site or other designated location

Item **633-11201--01-27 - Provide Specified Annual Services**
 Quantity **1 lump sum**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Services include preparing and presenting plan of operations at annual meeting, local advertising, site visits to TDSR Sites, phone consultations, and providing reference information. Refer to ITB Part II, paragraph 4.8.

Item **633-11201--01-28 - Bagged Ice**
 Quantity **40000 pound**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 40000

Description

Delivered on pallets in trailer truck load quantities

Item **633-11201--01-29 - Bottled Water**
 Quantity **10000 case**
 Unit Price

Delivery Location
City of Fort Lauderdale
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 10000

Description
Sixteen (16) ounce bottles delivered on pallets in trailer truck load quantities

Item **633-11201--01-30 - Annual Cost of Payment and Performance Bond**
Quantity **1 lump sum**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description
Refer to ITB Part I, paragraph 24.

**INVITATION TO BID (ITB) No. 633-11201
DISASTER AND DEBRIS MANAGEMENT SERVICES**

PART I – INFORMATION / SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified companies, hereinafter referred to as the Bidder, Contractor or Debris Management Contractor (DMC), to provide Disaster and Debris Management Services for the City's Public Works Department Sanitation Division, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Rick Andrews at (954) 828-4357 or email at randrews@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications or questions of a material nature, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the ITB Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. PRE-BIB CONFERENCE

There will not be a pre-bid conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to inspect the City's location(s) facilities prior to submitting a proposal in response to this ITB. Submission of a proposal will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

05. MINIMUM QUALIFICATIONS

To be eligible for award of a contract in response to this ITB, the Bidder must demonstrate that it has successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation and are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale

The selected firm must be experienced and knowledgeable in Federal Emergency Management Administration (FEMA) and Insurance reimbursement rules and procedures and must demonstrate such to the City in its proposal and subsequent selection process

**INVITATION TO BID (ITB) No. 633-11201
DISASTER AND DEBRIS MANAGEMENT SERVICES**

presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies. The selected firm will be responsible for staying current with all FEMA and other agencies guidelines and regulations and will be responsible for advising the City from beginning to end to ensure maximum financial recovery for the City.

- A. Proposer is properly and legally licensed to perform Disaster and Debris Management Services.
- B. Bidder is currently, and has been conducting business as, a full-service Disaster Debris Management Contractor for the last ten (10) consecutive years.
- C. Bidder provides Disaster Debris Management Services as the primary contractor in at least three (3) states.
- D. Bidder has experience performing work as a primary contractor on Disaster Debris Management projects exceeding fifty million dollars (\$50,000,000) per event.
- E. Bidder currently has a minimum of three (3) full-service Disaster Debris Management contracts in place in which (1) the Bidder is the primary contractor; and (2) the contract is with a government entity with a population of at least 150,000 residents.
- F. Bidder has experience in simultaneously operating a minimum of three (3) Temporary Debris Management Sites (TDMS).
- G. Bidder has direct management and permitting experience in sand screening and beach re-nourishment projects, with at least one (1) project including screening a minimum of twenty thousand (20,000) cubic yards of sand.
- H. Bidder shall provide a notarized letter from a bank verifying an available line of credit in the amount of twenty-five million dollars (\$25,000,000) with their proposal response.
- I. Bidder shall provide a notarized letter from a surety, not a broker, verifying a bonding capacity of ten million dollars (\$10,000,000) with their proposal response.
- J. Bidder will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.

06. PRICING

Bidder shall provide all-inclusive unit prices that include supplying all equipment, tools, and labor necessary to perform the duties described in the bid item. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control shall be included in the prices. Disposal costs must be documented and shall be pass-through costs to the City without markup by the Contractor. Prices must be provided for bid items or Bidder may be deemed non-responsive.

- Bid prices assume the distance between the pickup location and TDSR Site or other designated location is 20 miles or less. For distances greater than 20 miles, add \$.555 /mile.

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- Invoices to be paid based on incoming load tickets
- Bid prices assume the distance between the TDSR Site or other designated location and final disposal site is 20 miles or less. For distances greater than 20 miles, add \$.555 /mile.
- Invoices to be paid based on outgoing load tickets.
- Contractor will pay disposal fee, if applicable, at final disposal site(s) and bill the City at cost. Contractor will likewise reimburse City for any revenue received for salvaged or recycled materials.
- Only for stumps requiring extraction from rights-of-way, including backfill, etc. to be priced using Stump Conversion Table and Hazardous Stump Worksheet in FEMA Recovery Policy (RP) 9523.11 dated May 15, 2007, or any subsequent edition.

In addition, the Bidder shall provide hourly labor and equipment rates for the items listed in EXHIBITS A-1 and A-2 of this ITB.

07. ITB DOCUMENTS

The Contractor shall examine this ITB carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

Award may be by Group or Item, whichever is determined to be in the best interest of the City. The City reserves the right to award to that Bidder who will best serve the interests of the City, for that service that will best serve the needs of the City.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

Bidder must bid on all items. Partial bids will not be considered.

09. PRICE VALIDITY

Prices provided in this Invitation to Bid (ITB) shall be valid for 120 days from time of ITB opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

10. GENERAL CONDITIONS

ITB General Conditions Form G-107 Rev. 1/13 are included and made a part of this ITB.

11. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

12. ITB DOCUMENTS

The Contractor shall examine this ITB carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

13. CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by Contractor in responding to this ITB.

**INVITATION TO BID (ITB) No. 633-11201
DISASTER AND DEBRIS MANAGEMENT SERVICES**

14. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.

15. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City and shall expire eighteen (18) months from that date. The City reserves the right to extend the contract for three (3), additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

16. INVOICES

The Contractor should submit regular invoices for no more than 30-day periods. Invoice format and documentation should be acceptable for FEMA reimbursement. Timely invoicing is beneficial for both City and DMC. Invoices should be submitted within 60 days of service provision to reconcile with supporting documentation prior to payment disbursement.

17. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

18. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been

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established for that task or project, the Contractor will submit a revised budget to the City for written approval prior to proceeding with the work.

19. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

20. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440

Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

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- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Pollution/Accidental Spill Insurance

Limit: \$1,000,000

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale

Procurement Services Division

100 N. Andrews Avenue, Room 619

Ft. Lauderdale, FL 33301

21. SUBCONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

22. INSURANCE – SUBCONTRACTORS

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

23. BID SECURITY

A proposal security payable to the City of Fort Lauderdale shall be submitted with the bid response in the amount of five percent (5%) of the total bid price. A bid security can be in the form of a bid bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be

**INVITATION TO BID (ITB) No. 633-11201
DISASTER AND DEBRIS MANAGEMENT SERVICES**

returned to the successful bidder after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the ITB.

Failure of the successful bidder to execute a contract, provide a payment and performance bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

24. PAYMENT AND PERFORMANCE BOND

The Contractor shall within three (3) calendar days after Notice to Proceed, furnish to the City a Payment and Performance Bond, in the amount of the proposed price as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company of recognized standing to do business in the State of Florida and having a resident agent.

The Surety must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

25. LIQUIDATED DAMAGES

In the event of a breach of contract by the Contractor the following conditions shall apply as predetermined damages for monetary compensation:

- A. The Contractor will pay to the City, the sum of \$1,000.00 (One Thousand Dollars) for each day and every day thereafter, continuing until satisfactory performance has been attained or until contract cancellation, when the City Manager determines that the Contractor has failed to provide all labor and equipment resources in accordance with the Contract. The City Manager or designee shall notify the Contractor's Project Manager to advise of the Contractor's contract breach and of commencement time of liquidated damages accrual. The City may deduct any liquidated damages due from the Contractor from any amounts otherwise due to the Contractor under the Contract.
- B. The Contractor shall, in addition to compensating the City \$1,000.00 per day as described in 17.A above, reimburse the City for all costs for labor and equipment to obtain and mobilize secondary contracted resources or City resources to perform the necessary work according to the contract.

The City may deduct any liquidated damages due from the Contractor from any amounts otherwise due to the Contractor under the Contract.

**INVITATION TO BID (ITB) No. 633-11201
DISASTER AND DEBRIS MANAGEMENT SERVICES****26. PUBLIC ENTITY CRIMES**

NOTE: Contractor, by submitting a proposal attests they have not been placed on the convicted vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

27. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

28. SAFETY

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

29. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

30. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>

31. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Services Division at 954-828-5933.

32. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons

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employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment B) should be completed and submitted with Bidder's response to this ITB.

33. SAMPLE CONTRACT AGREEMENT

A sample of the formal agreement template, which may be required to be executed by the awarded Contractor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

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PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

1. INTRODUCTION

The City of Fort Lauderdale (City) is the largest populated city of 31 municipalities in Broward County, Florida. Located on the southeast coast of the State, the City may experience massive destruction from the impact of a hurricane landfall, violent storms spawning tornadoes, and other natural or manmade disasters or emergencies.

As a full-service community providing for the economic sustainability of business and residential life, efficient and effective recovery of debris is paramount following a disaster event. The City takes great pride in facilitating tourism; operating an Executive Airport; maintaining seven miles of Atlantic Ocean beach; and hosting a world class marine industry with 165 miles of waterways, Port Everglades, and numerous cruise ships. **Therefore, the City is seeking a highly experienced and highly qualified Disaster and Debris Management Contractor to protect the health, safety, and welfare of our community should disaster strike.**

The City's expectation is that by hiring a professional Debris Management Contractor (DMC) to assist the City in a disaster event, the City is fully dependent and relying upon the professional expertise, training and experience of the DMC. The DMC shall be fully responsible to advise the City on the do's and don'ts of the Stafford Act, Federal Emergency Management Administration (FEMA) procedures and/or other governmental regulatory agencies and insurance companies. DMC shall perform all work in compliance with such regulations, representing the City to ensure maximum financial recovery.

2. PURPOSE

The City is seeking proposals to establish a pre-need, pre-event contract with a qualified and experienced emergency and debris management firm, herein after referred to as Contractor or Debris Management Contractor (DMC), to provide services to the City during disaster or emergency events. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the DMC shall service the City first and be on-call to provide all support services necessary to insure the safety and well-being of all residents and visitors to the City. DMC may also be called upon throughout the year to render services to assist the City with special needs and events other than full-scale disasters, as determined by the City Manager. The City retains the right to obtain similar services from additional contractors.

Services may include, but not be limited to, large-scale debris removal, separation, storage, processing and disposal; managing and operating Temporary Debris Management Sites (TDMSs); demolition and demolition debris removal; hazardous waste handling; tree trimming, stump grinding and removal; marine salvage operations; waterway debris clearing; sand removal from roads, streets and rights-of-way; beach sand screening and replacement; emergency berm construction; provision of ice, water and generators; project management assistance; and assistance with Federal and State reporting and reimbursement efforts.

DMC will work under the direction of the City's Contract Manager. The City Manager will issue the Notice to Proceed to start work and the notice to reduce resources and to end work. All payments

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under the contract resulting from this ITB shall be made only for services approved by the Contract Manager.

3. DEFINITIONS

Beach Sand means Atlantic Ocean beach sand which contains fragments of sea shell mixed with quartz crystals making a colorful light brown mix. Shells and sand are smooth and polished from years of abrasion.

Choke Point means an inspection site where all trucks must pass.

City means the City of Fort Lauderdale or the City Commission, for whom work is to be conducted pursuant to this ITB and resulting contract.

Clean As You Go Policy means clearing all debris from each street or work zone on the first pass, whenever possible.

Construction and Demolition Debris (C&D Debris) means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly as found in Chapter 62-701, Florida Administrative Code.)

Contract Manager means the City's representative duly authorized by the City Manager to provide direction to the DMC regarding services provided pursuant to this ITB and resulting contract.

Debris means all forms of disaster-related debris, including Vegetative Debris and Mixed Debris.

Debris Management Contractor (DMC) means the successful Bidder, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

Debris Monitor means the firm retained by the City to monitor the DMC's activities pursuant to its contract with the City and to ensure compliance with FEMA requirements.

Drop-Off Site means a site established for residents of Fort Lauderdale to drop off debris.

Electronic Waste (E-Waste) means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

Eligible Debris as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the City Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.

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Federal Aid Eligible Roads means roads that are paved, gravel or dirt and are eligible for repair or replacement. Roads not eligible for public assistance are private, homeowner association and roads that fall under the authority of the Federal Highway Administration.

FDEP means the Florida Department of Environmental Protection.

FDOT means the Florida Department of Transportation.

FEMA means the Federal Emergency Management Administration.

FFWC means the Florida Fish and Wildlife Conservation Commission.

FHWA means the Federal Highway Administration.

Global Positioning System (GPS) means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.

Hazardous Stump means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

Hazardous Waste means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

Household Hazardous Waste means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

Mixed Debris means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

NRCS means Natural Resources Conservation Service.

Notice to Proceed means the written notice given by the City Manager to the DMC of the date and time for work to start.

Project Manager means the DMC's representative authorized to make and execute decisions on behalf of the DMC.

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Bidder means any person, partnership or corporation submitting a proposal pursuant to this ITB.

Temporary Debris Management Site (TDMS) means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.

Vegetative Debris means clean, woody debris and other organic materials that can be chipped and mulched.

White Goods means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

4. GENERAL REQUIREMENTS

- 4.1. DMC shall supply all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of debris removal and disposal services as described in this ITB, in accordance with all laws, regulations and FEMA requirements. Any and all services provided by DMC and labor, materials and equipment used by DMC, and its subcontractors, must comply fully with all Federal, State and local laws, regulations and guidance.
- 4.2. DMC shall submit with its response to this ITB an operational plan to demonstrate compliance with the bid specifications.
- 4.3. DMC shall disclose current and future debris management contractual obligations within the State of Florida with their proposal and annually thereafter throughout the term of the contract to provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract. Such disclosure shall be provided in report form listing the number of accounts individually, by population served, and percentage of DMC available resources committed to these other accounts. Report will also indicate available resources dedicated to the City of Fort Lauderdale. The expectation is that in the event of a disaster, DMC shall service the City first.
- 4.4. DMC shall not accept, solicit, or contract any local work (within Broward County not currently under contract) with other governments, private businesses, homeowners, or others while actively performing debris management services for the City of Fort Lauderdale during an emergency event, without the express written consent from the City.
- 4.5. DMC's Project Manager or a higher ranking decision-making designee shall be physically present at the City's Emergency Operations Center within twenty-four (24) hours after the thirty-six (36)-hour hurricane warning is issued. DMC's duties shall include, but are not limited to, assisting in the impact assessment and required resources; assessing damage; coordinating helicopter survey; preparing for first push; ordering and staging equipment and supplies; coordinating the opening of TDMSs; and assisting in coordinating the action plan to be operational in the first twenty-four (24) hours.
- 4.6. DMC shall commence debris management services within twenty-four (24) hours of issuance of Notice to Proceed. DMC shall mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours of issuance of Notice to Proceed and one hundred percent (100%) of the required resources within ninety-six (96) hours. The City may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm

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event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations.

- 4.7. DMC shall provide a Clean As You Go Policy and supervise and enforce such policy during debris management operations.
- 4.8. DMC shall provide the following annual services for the annual payment as bid by DMC and contained herein:
- DMC shall attend and participate in an annual meeting with the City, with is usually held in May.
 - DMC shall prepare and present a written plan of operations, including a clear description of the percentage of work DMC may subcontract out and a list of subcontractors, at an annual meeting with the City.
 - DMC shall advertise (minimum of a business card size ad) for local subcontractors a minimum of three (3) times in a local newspaper approved by the City.
 - DMC shall annually review and visit, with City staff, the TDMSs to be used during the coming year.
 - DMC shall provide phone consultations and reference information to City staff upon request.
- 4.9. DMC shall notify the City within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against DMC or its subcontractors while conducting work within the scope of this contract. DMC shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of Federal, State or local laws or regulations.
- 4.10. DMC shall be paid for any special tasks requested by the City and as agreed to by DMC and the City based on the hourly rate schedule contained herein.
- 4.11. To the extent required by applicable federal and state regulations, the City must approve all of DMC's subcontractors prior to their providing service. DMC shall not use a subcontractor or material supplier to whom the City reasonably objects. DMC shall supply the City, as part of the annual plan of operations, a list of local individuals and firms under contract. All debris management subcontractors shall work for the DMC rather than the City. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed.
- 4.12. DMC agrees to hire or contract with willing local individuals and firms to provide labor and equipment for emergency services and to give local firms working within the City and/or Broward County the first opportunity when awarding subcontracted work.

5. DEBRIS REMOVAL

DMC shall provide debris collection and removal activities including, but not limited to, the following types of tasks:

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- 5.1. FEMA Compliance – DMC shall work with closely with the City's Debris Monitor to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. DMC's failure to utilize federally-approved documentation while performing work may result in nonpayment of services to the DMC by the City.
- 5.2. Emergency Road Clearance – Immediately following a disaster, it may be necessary for DMC to cut, toss and/or push debris from primary transportation routes as identified and directed by the City. Payment under this item will be on an hourly basis for manpower and equipment as listed on the Price Form in Exhibit A. This hourly work will only be conducted for the first seventy (70) hours only unless otherwise agreed in writing.
- 5.3. Debris Removal from Public Rights-of-Way – As identified and directed by the City, DMC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the City rights-of-way and public property. DMC shall provide debris collection in a systematic manner according to the Work Zones depicted in Exhibit B. DMC shall haul all debris to designated TDMSs or other temporary staging areas, disposal sites, or recycling centers, as determined by the Contract Manager. DMC shall segregate all debris to the extent practical. Vegetative Debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner and shall be handled separately from Mixed Debris.
- 5.4. Demolition of Structures, Debris Removal from Private and Publicly Owned Property – Should an imminent threat to life, safety and health to the general public be present on private property (right-of-entry program) or publicly owned property other than rights-of-way, DMC, as directed by the City, shall demolish structures and remove and relocate the debris to the public rights-of-way. This service shall commence upon receipt of the completed right-of-entry forms, hold harmless agreements, non-duplication agreements, and an address-specific Notice to Proceed, and subsequent approval of such Notice to Proceed by the City. DMC shall place all debris collected through this process in the public right-of-way, where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence. DMC shall obtain three (3) written quotes for such work and select a subcontractor upon approval by the City's Contract Manager.
- 5.5. Stump Removal, Backfill and Haul – As identified and directed by the City, DMC shall remove Hazardous Stumps, haul each stump to a TDMS or other designated site and backfill each stump hole with compatible material as determined by the City and DMC. Each stump shall be inspected by City and DMC inspectors and documented as to the appropriate size and payment category. Payment for stumps with a diameter of twenty-four (24) inches or less (as measured two feet from the ground) will be included in the cubic yard price for debris removal. Stumps with a diameter of greater than twenty-four (24) inches will be paid at a separate cubic yard price based on the Stump Conversion Table in FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility, dated July 2007, or any subsequent edition. All stumps that are in the public rights-of-way but not in the ground shall be picked up, transported to a TDMS or other designated site, and included in the overall cubic yard price for debris removal. DMC shall provide and transmit photographs and GPS coordinates of questionable debris or trees or stumps to the Contract Manager to obtain City or FEMA review and approval.
- 5.6. Leaning Trees and Hanging Limbs – DMC shall trim, cut and/or fell leaning trees (leaners) and/or hanging limbs (hangers) only upon prior written consent of the Contract Manager. Each tree and limb shall then be placed in the public right-of-way where such debris shall

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be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way shall be removed.

- 5.7. Multiple Schedule Pass – DMC shall make as many passes as necessary, unless otherwise directed by the Contract Manager, to collect all Vegetative Debris and Mixed Debris set out by residents for collection within the rights-of-way from both sides of the roadway. DMC shall not move from one designated work area to another designated work area without approval from the Debris Monitor or Contract Manager.
- 5.8. Removal from Waterways and Drainage Systems – DMC shall remove storm-generated debris from waterways and drainage systems, including drainage canals, retention areas, creeks and ditches.
- 5.9. Security of Debris during Hauling – DMC shall secure debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, DMC 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 in accordance with FDOT guidelines. As required, DMC will survey the primary routes used by DMC for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadways.
- 5.10. Damage by DMC – DMC shall restore and/or repair, at DMC's expense, all damaged infrastructure (curbs, sidewalks, water meters, utility lines, etc.) if the damage is caused by DMC's activities. DMC is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of DMC, such property shall be restored by DMC at its expense to a condition similar or equal to that existing before such damage or injury, or DMC shall repair such damage in a manner acceptable to the Contract Manager. DMC shall respond to complaints immediately or within twenty-four (24) hours and repair any damage within the timeframe established by the City. In the event DMC fails to respond in a timely manner, the City may respond and perform damage repairs as necessary and all costs for labor, equipment and supplies shall be deducted from the DMC's invoice. Additionally, DMC's continuous and repetitive incidents of "failure to respond" as contracted may be considered cause to cancel this contract.
- 5.11. Eligibility of Debris – The Contract Manager or Debris Monitor will have load site monitors stationed at designated Choke Points. The Contract Manager or Debris Monitor will also have roving monitors that will observe DMC operations to ensure that only Eligible Debris is removed from the specified locations as designated. Each truck that is observed picking up material outside of the designated rights-of way or assigned work zone, or material that is classified as ineligible, will have all loads hauled that day deducted and the load tickets invalidated. DMC shall be responsible for any hauling, processing and disposal costs charged to the City by that truck during that day.
- 5.12. Onsite Chipping – In areas not accessible by debris removal equipment and as directed by the Contract Manager, DMC will chip limbs, branches, foliage, etc., onsite using a hand-fed chipper. DMC will collect chipped and other tree debris immediately following

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completion of the chipping and haul the mulch or chipped debris to a final disposal site as determined by the Contract Manager.

- 5.13. Interference with Disaster Recovery Efforts – DMC shall conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.
- 5.14. Accumulation of Debris – No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Contract Manager. Under no circumstances shall the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on a public right-of way in such a manner as to result in a hazard to the public.
- 5.15. Monitoring of DMC Removal Activities – The Contract Manager and Debris Monitor will monitor all DMC operations. DMC is expected to work closely with the Debris Monitor and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The quantity of debris hauled will be estimated at the TDMSs by the City or Debris Monitor. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.

6. TEMPORARY DEBRIS STORAGE AND REDUCTION (TDSR) SITES

- 6.1. The five TDMS locations identified by the City for use in 2011-2012 are noted in Exhibit B. DMC and the City will annually review these and any alternate sites for debris management to identify the TDMSs for use during each year of this contract. TDMSs shall be for the exclusive use of the City.
- 6.2. DMC shall be prepared to establish additional TDMSs as deemed necessary by the City to ensure an adequate number of TDMSs for the amount and location of debris. DMC will be responsible for obtaining necessary permits and conducting the required environmental investigations and documentation. DMC may invoice the City, on the annual billing statement, for any pre-event permit expenses requested by the City.
- 6.3. DMC shall have TDMSs ready to open and receive debris within twenty-four (24) to thirty-six (36) hours of notification by the Contract Manager. TDMSs will be activated on an "as needed" basis. In the event that no City TDMSs are opened, DMC shall transport debris directly to a disposal facility identified by the City.
- 6.4. DMC will thoroughly videotape and/or photograph each TDMS before any activities begin, and will periodically update video and photographic documentation to track site evolution.
- 6.5. DMC shall provide all equipment and personnel to manage, maintain, and operate the TDMSs. The number of active sites will be determined by the Contract Manager and/or Debris Monitor based on the severity of the disaster. The Contract Manager will provide access and authorization to DMC to operate on the designated TDMSs, including all information in the Contract Manager's possession regarding the sites that is necessary for successful operation. Pre-event planning information shall be included in the annual plan of operations.

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- 6.6. DMC will provide a site operations plan for review and approval by the Contract Manager prior to beginning work. At a minimum, the plan will address the following:
- Access to the site.
 - Site management, to include point of contact, organizational chart, etc.
 - Traffic control procedures.
 - Site security.
 - Site safety.
 - Site layout/segregation plan.
 - Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water run-off as appropriate.
- 6.7. DMC will be responsible for preparing each TDMS to accept debris including, but not limited to, any site work and materials necessary to build and maintain stabilized roads for ingress or egress or any roads throughout the site; construction of two (2) roofed inspection towers (one for incoming vehicles and one for outgoing vehicles) of sufficient height and design for a minimum of three (3) inspectors; any environmental requirements such as wind-born debris control fencing, silt fencing or water retention berms; construction of an area for an office trailer and parking; and any other items necessary for site operations and management. DMC will be responsible for providing portable sanitary facilities and sewage treatment; potable water, fuel, and electricity and other utilities at the TDMSs. DMC shall provide utility clearances as appropriate.
- 6.8. DMC shall be responsible for installing site security measures and maintaining security for operations at the site.
- 6.9. DMC shall process Vegetative Debris and Mixed Debris delivered to TDMSs on a daily basis. Prior to processing, all debris shall be segregated between Vegetative Debris, C&D Debris, White Goods, E-Waste, Hazardous Waste, and other Mixed Debris so as to maximize recovery and recycling efforts with City approval. Processing may include, but is not limited to, reduction by tub grinding, air curtain incineration when approved, or other alternate methods of reduction such as compaction. The Contract Manager will determine the method to be used based on environmental and operational considerations. If incineration is used, the site shall have a fire tender on duty twenty-four (24) hours per day. However, based on past experience, incineration is not a preferred method of debris reduction for the City.
- 6.10. DMC shall chip/grind Vegetative Debris within forty-eight (48) hours of receipt at a TDMS. Chips/mulch should be stored in piles no higher than fifteen (15) feet and meet all local regulations and laws. No more than seven (7) days of chipped debris shall remain on the ground at a TDMS.
- 6.11. DMC shall ensure that every load entering or leaving the TDMSs is inspected by the City's Debris Monitor and that proper documentation is completed, including a load ticket, to verify and document the contents and cubic yards.
- 6.12. DMC shall be responsible for proper handling, storage, and disposal of any Hazardous Waste brought to the TDMSs in accordance with Federal, State, and local laws and regulations. DMC shall provide a suitable area at each TDMS to accommodate all Hazardous Waste. The area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.

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- 6.13. DMC shall be responsible for transporting and disposing of all materials received and processed at the TDMSs in accordance with all applicable Federal, State and local laws and regulations. DMC shall be responsible for locating disposal sites in the best interest of the City and present such sites to the City for review. DMC shall obtain, on behalf of the City, and shall provide the City with a written contract for each disposal site. The City shall direct waste flow and approve all disposal sites prior to use. DMC shall be responsible for documenting cubic yardage or tonnage and tip fee rates without mark-up for reimbursement. Tipping fees should not be included on the Price Form in Exhibit A.
- 6.14. DMC shall reclaim each TDMS to its pre-use condition within thirty (30) calendar days of receiving the last load of disaster-related debris. Closure shall include, but not be limited to, removal of all equipment and debris, grading the site to historical conditions, seeding and mulching of exposed areas, repairing irrigation fences and roads, and removing all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.). The site will be restored in accordance with all local and contractual requirements.

7. RESIDENTIAL DROP-OFF SITES

The City may elect to open a number of Drop-Off Sites to allow City residents to drop off debris. In the event such sites are utilized, DMC shall be responsible for managing debris at the sites including, but not limited to, providing equipment to manage debris piles, loading debris for transport, hauling debris to a TDMS or other designated site, and restoring the site to its pre-use condition. No reduction activities will be permitted at the Drop-Off Sites.

8. ADDITIONAL SERVICES

DMC may be requested to perform the services detailed below:

- 8.1. Marine Debris Removal – DMC shall clear canals and waterways of debris and fallen trees as identified and directed by the City in writing. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the City's Contract Manager. DMC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.
- 8.2. Removal of Vehicles and Vessels – DMC, as directed by the City, shall remove vehicles and vessels from land and waterways. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the City's Contract Manager.
- 8.3. Dead Animal Carcasses – DMC shall collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.
- 8.4. Sand Screening – As directed by the City, DMC shall screen sand to remove debris deposited by an event. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen, and returning clean sand to the beach or designated site. Debris removed from the sand shall be collected, transported and processed at a TDMS. DMC shall obtain all permits and perform work in compliance with applicable Federal, State and local laws and regulations.

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- 8.5. White Goods – DMC should expect to encounter White Goods available for disposal. DMC shall remove and recover Freon from any White Goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. DMC shall recycle all eligible White Goods in accordance with all Federal, State and local laws and regulations. White Goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling.
- 8.6. E-Waste – DMC shall remove, haul and recycle in any permissible manner consistent with Federal, State and local laws and regulations, E-Waste from public property and rights-of-way.
- 8.7. Emergency Potable Water – DMC shall provide the City with whole pallets of individually bottled drinking water. The City will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary.
- 8.8. Emergency Ice – DMC shall provide the City with whole pallets of cubed ice made from potable water in individually packaged bags between five (5) and ten (10) pounds. The City will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary and the delivery vehicle may be required to stay with the ice for several days.
- 8.9. Other Services as Requested – DMC shall also provide other related services as requested by the City.

9. DOCUMENTATION MANAGEMENT AND SUPPORT

DMC shall provide data management and support to the City during the emergency recovery effort including, but not limited to, the following:

- 9.1. DMC shall utilize load tickets provided by the Debris Monitor to track and document the removal and management of Eligible Debris. DMC shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies.
- 9.2. Each load ticket shall contain the following information:
 - Contractor name.
 - City contract number.
 - Load ticket number.
 - Date and time of pick up.
 - Date and time of delivery.
 - Pick up location (by street address or block).
 - Total cubic yards picked up.
 - Debris classification.
 - Truck ID number and capacity.
 - Delivery site.
 - City's designated representative signature.
 - Contractor's designated representative signature
 - GPS.
- 9.3. Load tickets will be issued by the Debris Monitor or City personnel prior to departure from the loading site or upon arrival at the debris staging area. The Debris Monitor/City will

**INVITATION TO BID (ITB) No. 633-11201
DISASTER AND DEBRIS MANAGEMENT SERVICES**

- keep one (1) copy of the load ticket and the vehicle operator will retain the remaining copies for DMC's records. DMC will scan all load tickets. DMC shall provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, every thirty (30) days or more frequently as requested by the Contract Manager.
- 9.4. DMC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placard shall also include the City of Fort Lauderdale seal, the wording "Emergency Debris Contractor" and the DMC's name.
- 9.5. DMC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.
- 9.6. DMC will work closely with the City and applicable Federal, State and local agencies to ensure that the City's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. DMC shall provide to the City all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DMC shall provide hard copies and electronic scanned documents with an itemized spreadsheet. DMC shall assist the City in preparing Federal and State reports and applications for reimbursement, including training agency/department employees. DMC shall review all reimbursement applications prepared by the City or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the City or Debris Monitor of any recommended changes, corrections, alterations or deletions. DMC shall assist, as directed by the City, in responding to Federal and State agency requests for additional information and in negotiations with Federal and State officials. DMC shall retain all documentation and records for a minimum of six (6) years.
- 9.7. DMC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.
- 9.8. DMC shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. DMC shall provide the value of the salvaged or recycled material back to the City as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to DMC by the entity accepting the material for salvage or recycling.

10. STAFF AND EQUIPMENT REQUIREMENTS

- 10.1. DMC shall have a professional staff with the knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC and other applicable Federal, State or local agency regulations and policies is required.
- 10.2. DMC shall ensure that its work force, including subcontractors, maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food, and related accommodations in a manner that is consistent with local requirements and minimizing adverse effects on the community. Employee overnight camping must be approved by the Contract Manager.

**INVITATION TO BID (ITB) No. 633-11201
DISASTER AND DEBRIS MANAGEMENT SERVICES**

- 10.3. DMC shall employ a Project Manager and an Operations Manager, both fluent in English, who shall be accessible and shall have full authority to act on behalf of DMC and to address and resolve issues that may arise during the course of the work. All communications given to the Project Manager or Operations Manager in writing by the Contract Manager shall be as binding as if given to DMC. The City expects the DMC to dedicate key employees to this contract for a minimum period of one year in order to fully understand the scope and responsibilities as a first responder. Generally, in preparation of the annual plan of operations, substitution of key employees should commence at the annual meeting in May.
- 10.4. The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, DMC shall provide its Project Manager and Operations Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the City.
- 10.5. DMC's Operations Manager shall coordinate daily with the Contract Manager and Debris Monitor, and shall comply with all directions and guidance provided by Federal or State representatives.
- 10.6. DMC must attend any and all meetings required by the Contract Manager to evaluate the debris removal and disposal operations.
- 10.7. All equipment and equipment operators used in the performance of this contract must be in compliance with all applicable Federal, State, and local rules and regulations.
- 10.8. Prior to start of work, DMC shall submit, electronically and in hardcopy to the City and Debris Monitor, certification indicating the type of vehicle; make; model; license plate number; DMC equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with Federal or State requirements. The measured volume shall be calculated from actual physical measurement performed by DMC and the reported volume shall be the same as shown on the signs affixed to each piece of equipment. DMC and Debris Monitor or Contract Manager shall jointly measure the volume of each piece of equipment calculated from actual interior bed measurements.
- 10.9. Per FEMA Recovery Policy RP9523.12, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Contract Manager or Debris Monitor. The observed capacity of all hand-loaded trucks and trailers shall be reduced by fifty percent (50%) to account for low compaction.
- 10.10. All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. All trucks and trailers should be capable of rapidly dumping its load without the assistance of other equipment. Subject to approval by the City, sideboards or other extensions to the bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and re-marked if sideboards or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.

**INVITATION TO BID (ITB) No. 633-11201
DISASTER AND DEBRIS MANAGEMENT SERVICES**

- 10.11. Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessively sized equipment (100 cubic yards and up) or non-rubber-tired equipment must be approved for use on the road by the Contract Manager or Debris Monitor.
- 10.12. All equipment used in the performance of this contract shall be in good operating condition. All equipment, including but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.
- 10.13. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. DMC shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will DMC mix debris hauled for others with debris hauled under this contract. DMC and subcontracted employees are strictly prohibited from engaging in scavenging.
- 10.14. DMC shall be responsible for obtaining sites to stage equipment, such as trucks, when not in use.
- 10.15. DMC's personnel shall obtain emergency parking passes from the City's parking division to park in metered lots.

11. REPORTING

DMC shall submit periodic, written reports, in a format required by the City, documenting the progress of debris removal and disposal. These reports shall include, but are not limited to, the following:

- 11.1. Daily Reports – DMC shall make daily reports to the City to detail the progress of debris removal and disposal operations. Such reports shall include (1) a description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass; (2) types and volumes of debris transported, reduced and disposed; (3) the number of trucks, other equipment and personnel utilized that day; and (4) other operational and complaint tracking information as requested by the City. The format of the reports shall be developed during the pre-event planning and coordination phase.
- 11.2. Weekly Summaries – DMC shall submit, within two days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include DMC or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name/number, TDMS, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc.
- 11.3. Damage Reports - DMC shall notify the Contract Manager, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.

**INVITATION TO BID (ITB) No. 633-11201
DISASTER AND DEBRIS MANAGEMENT SERVICES**

- 11.4. Data Reconciliation – Reconciliation of data will be accomplished weekly between DMC and the Contract Manager or Debris Monitor. All discrepancies will be resolved within five (5) days.
- 11.5. Final Project Closeout – Within thirty (30) days of final inspection and/or closeout of the project by the City, DMC shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the City. DMC shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to DMC have been fully paid. DMC will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City. Final project reconciliation must be approved by the City.
- 11.6. Report Maintenance – DMC will be subject to audit by Federal, State and local agencies. DMC shall maintain all reports, records, debris reporting tickets and correspondence related to this contract for a period of not less than six (6) years.

12. OTHER OPERATIONAL CONSIDERATIONS

- 12.1. Inspection – All emergency debris shall be subject to inspection by the Debris Monitor, Contract Manager, or any public authority in accordance with generally accepted standards to insure compliance with the contract and applicable Federal, State and local laws and regulations. DMC shall, at all times, provide the Debris Monitor and City access to all work sites, TDMSs and disposal areas.
- 12.2. Working Hours – Unless otherwise approved by the City, all activity associated with gathering, loading and hauling debris shall be performed during visible daylight hours. DMC may work during these hours seven (7) days per week, including holidays. With City approval, debris reduction activities at the TDMSs may take place twenty-four (24) hours per day, seven (7) days per week if DMC deems it necessary and safe. DMC shall mandate employee rest breaks and meal time when hourly rates apply and such time shall be posted on invoice. It is expected that DMC shall work daily until project completion. Holiday leave and TDMS closure may be authorized based on operational needs and with City approval. DMC shall be responsible to coordinate with the Contract Manager in the event weather conditions delay or modify the daily schedule.
- 12.3. Traffic Control – DMC shall mitigate the impact of its operations on local traffic to the fullest extent practicable. DMC is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMSs. DMC shall provide sufficient signage, flags, barricades and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas.

13. TECHNICAL ASSISTANCE

DMC may be requested by the City to provide technical expertise and guidance to support the City during the emergency recovery effort including, but not limited to, the following:

INVITATION TO BID (ITB) No. 633-11201
DISASTER AND DEBRIS MANAGEMENT SERVICES

- Assisting in emergency debris recovery planning efforts such as disaster recovery plan development and identification of adequate TDMSs and other resources.
- Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-emergency damage and emergency-generated damage, documenting eligible costs, and describing the physical and financial impact of the emergency.
- Providing training sessions for key City personnel.
- Assisting with developing, producing or distributing public information.

**PRICE FORM
CITY OF FORT LAUDERDALE - ITB FOR DISASTER AND DEBRIS MANAGEMENT**

Bidder shall provide hourly rates for equipment that are inclusive of the equipment operator. Bidder shall invoice the City using hourly rates only during events that are not declared emergencies and during the first seventy (70) hours after a declared emergency.

EQUIPMENT TYPE	HOURLY EQUIPMENT RATE
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Use additional sheets if necessary.

EXHIBIT B

Temporary Debris Management Sites and Work Zones

Included in this Exhibit are the following items:

1. Map showing locations of five existing TDMSs and Work Zones
2. Aerial view of Compost Plant TDMS
3. Aerial view of Holiday Park TDMS
4. Aerial view of Lockhart Stadium TDMS
5. Aerial view of Mills Pond Park TDMS
6. Aerial view of Snyder Park TDMS

PUBLIC WORKS

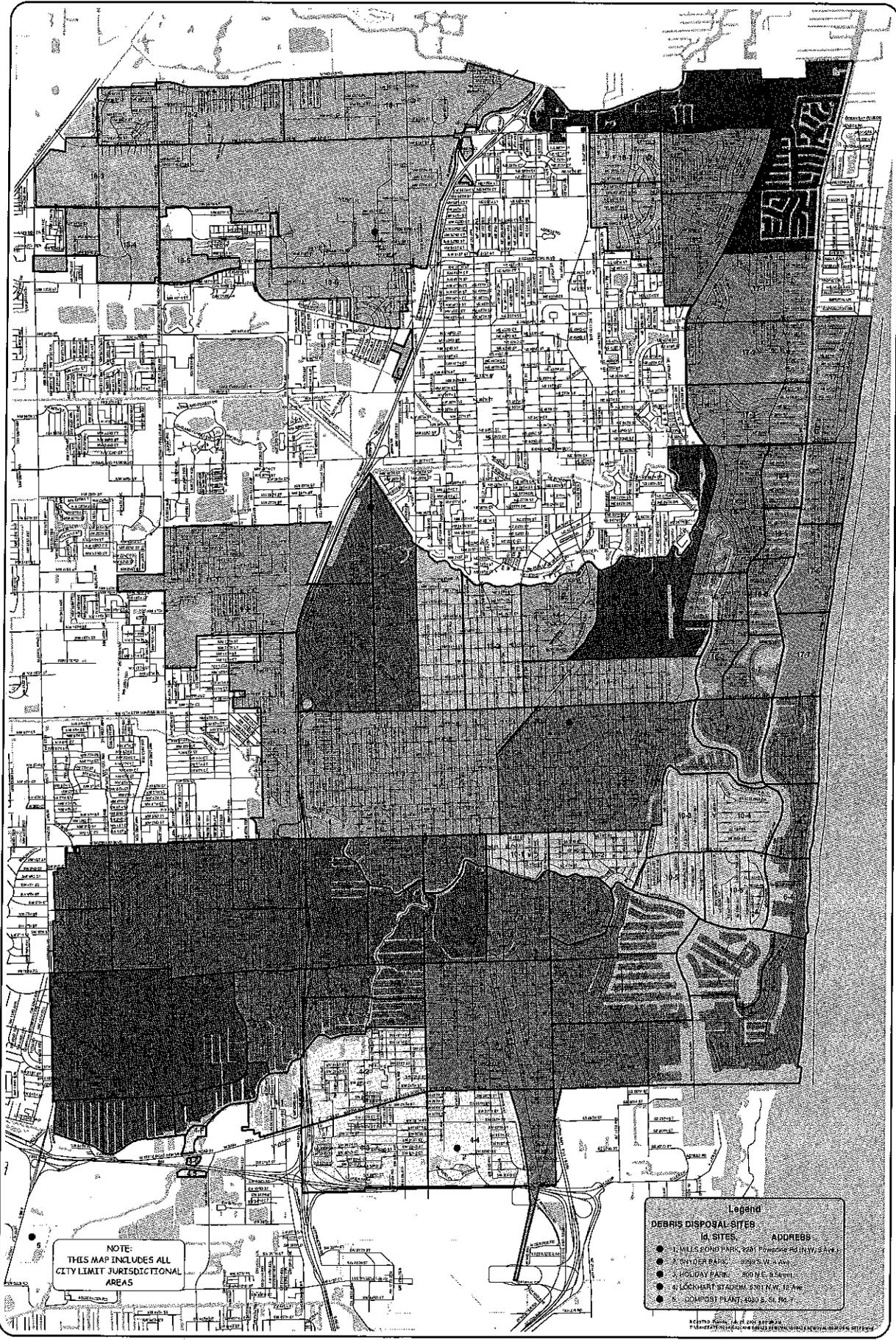


CITY OF FORT LAUDERDALE

EMERGENCY DEBRIS COLLECTION ROUTES WITH TEMPORARY DISPOSAL SITES



EMERGENCY SERVICES



NOTE:
THIS MAP INCLUDES ALL CITY LIMIT JURISDICTIONAL AREAS

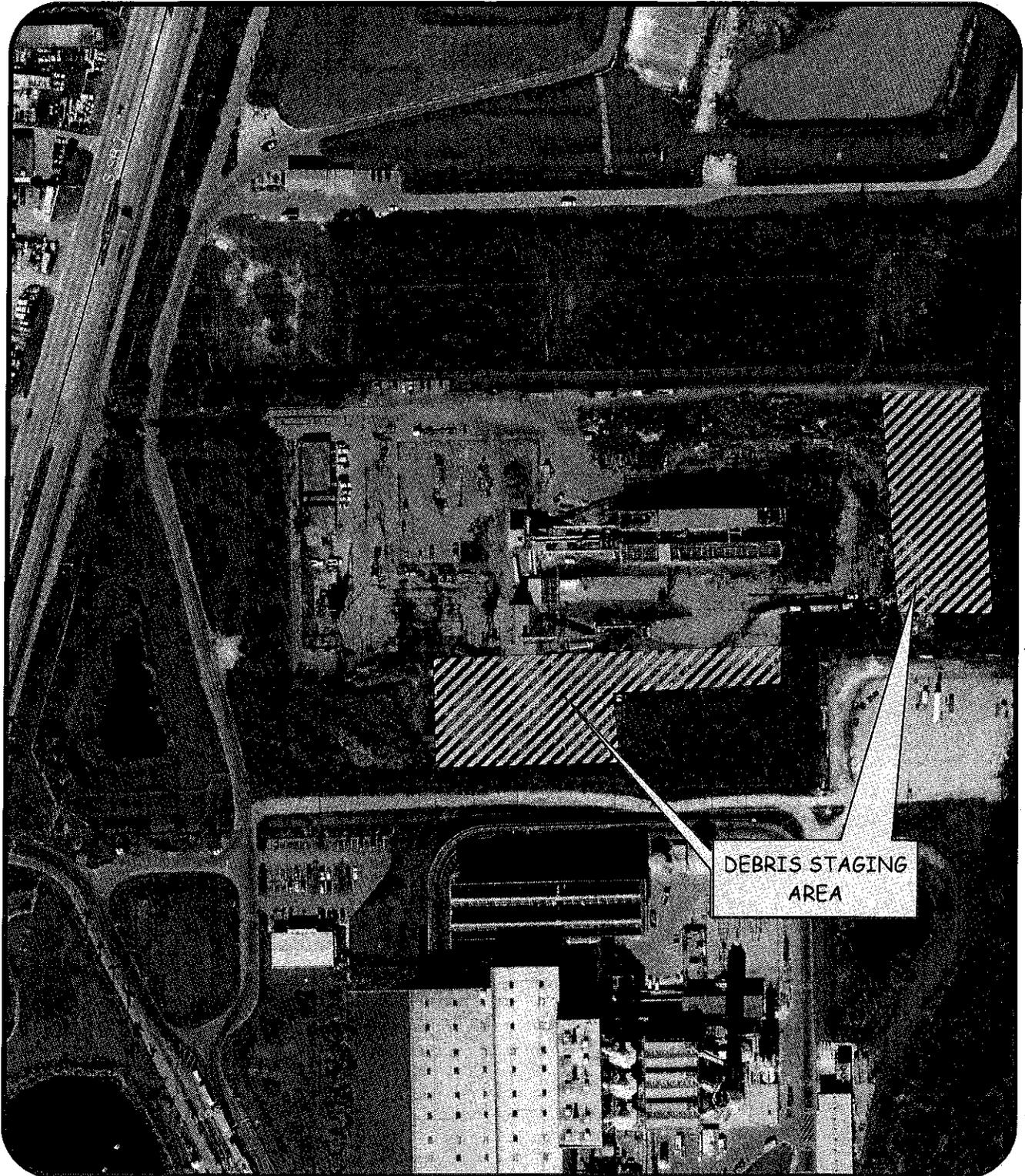
Legend

DEBRIS DISPOSAL SITES	ADDRESS
1. WILLES FORD PARK	2201 Powerline Rd (Rt. 17), S.W.
2. RYDGER PARK	2000 S.W. 4th Ave.
3. HOLIDAY PARK	800 N.E. 8th St.
4. LOCKHART STADIUM	2701 N.W. 12th Ave.
5. COMPOST PLANT	4200 S. St. Rd.

CITY OF FORT LAUDERDALE

TEMPORARY DEBRIS STAGING AREA

COMPOST PLANT



DEBRIS STAGING
AREA

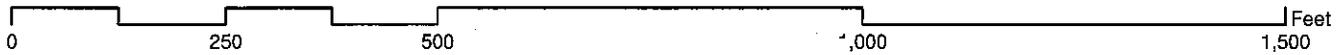


EXHIBIT B

CITY OF FORT LAUDERDALE TEMPORARY DEBRIS STAGING AREA



HOLIDAY PARK

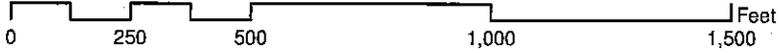


EXHIBIT B

CITY OF FORT LAUDERDALE TEMPORARY DEBRIS STAGING AREA



LOCKHART STADIUM

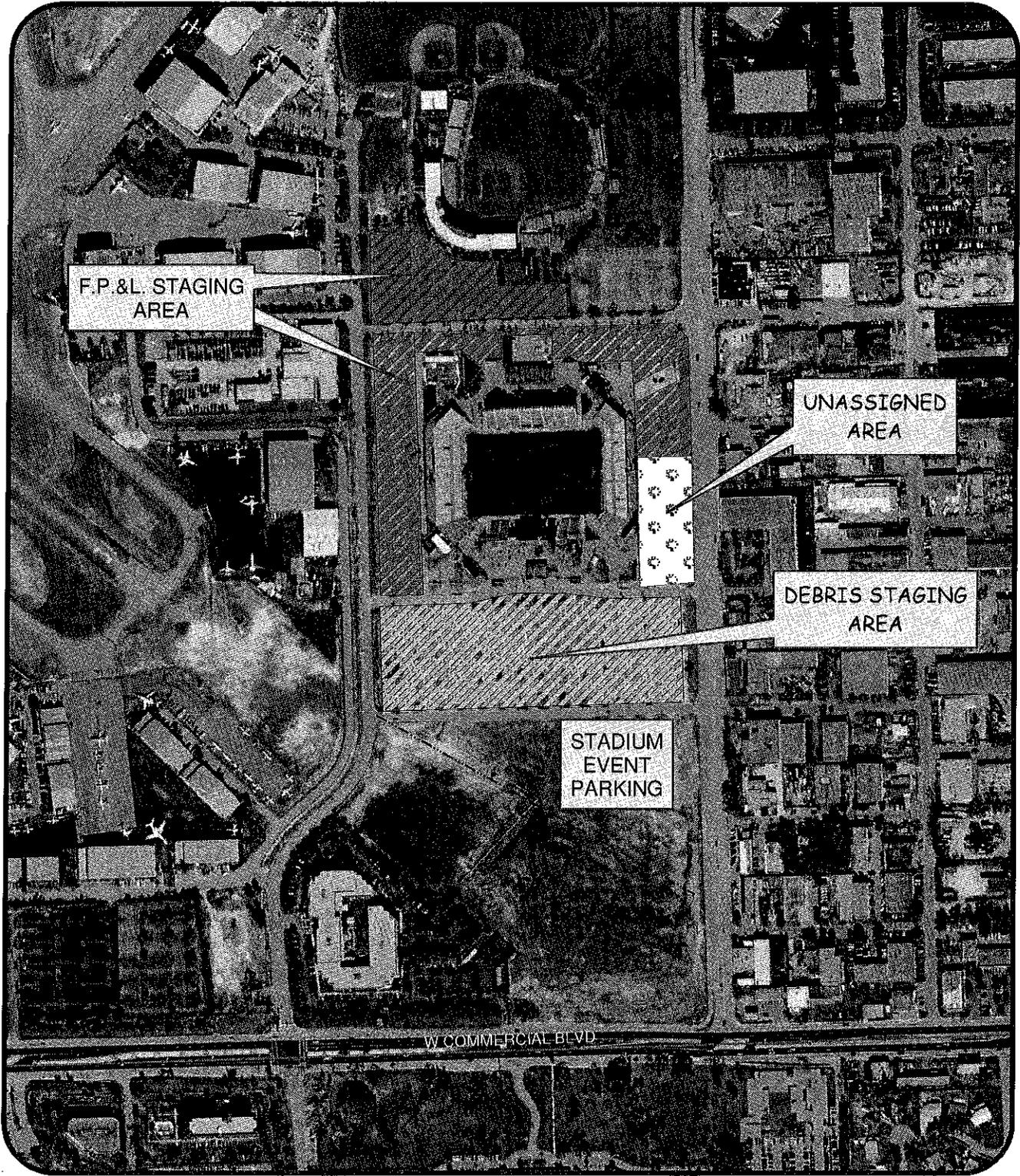


EXHIBIT B



CITY OF FORT LAUDERDALE TEMPORARY DEBRIS STAGING AREA AND CONTRACTOR CAMPGROUND



MILLS POND PARK

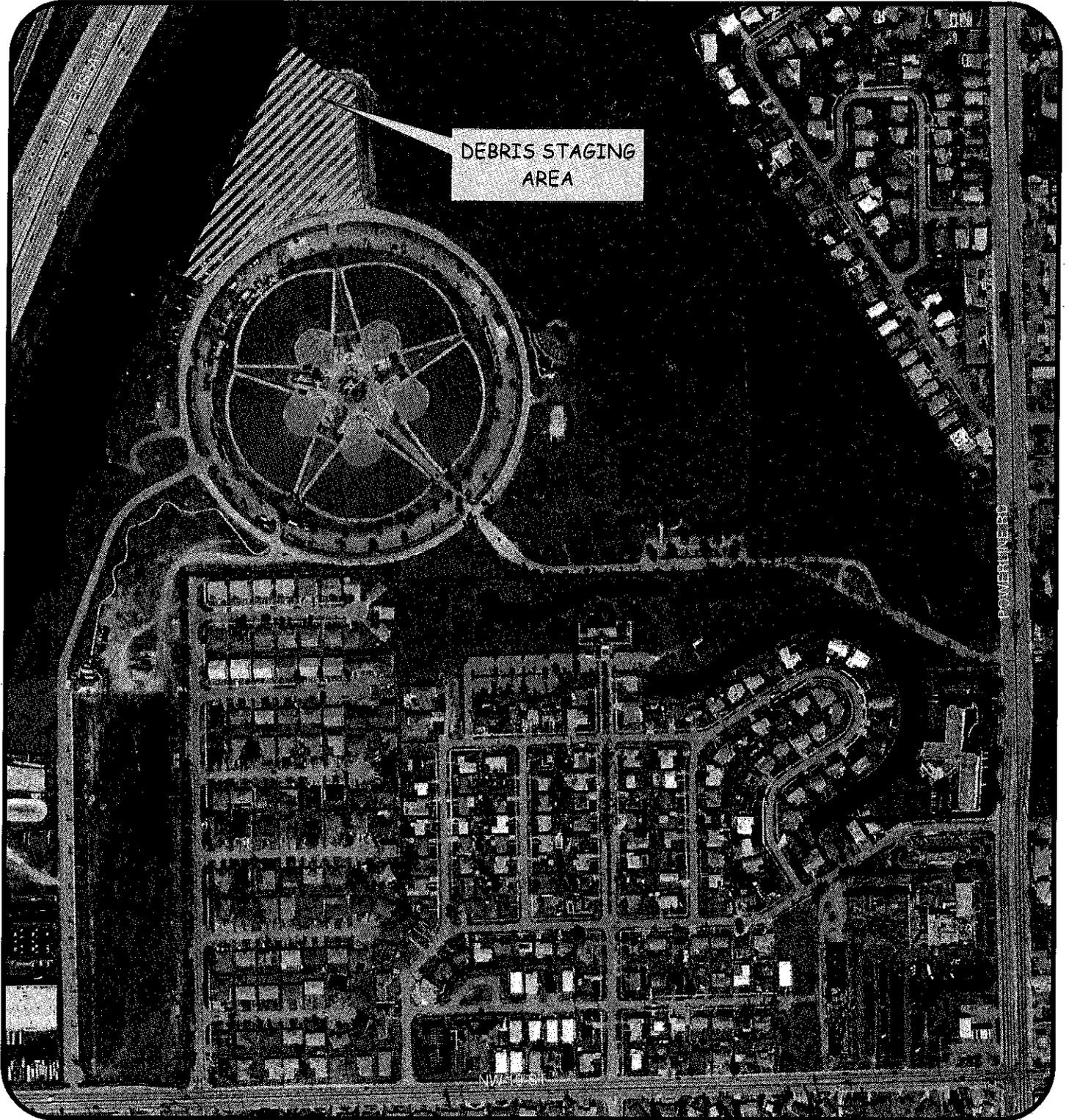


EXHIBIT B



CITY OF FORT LAUDERDALE TEMPORARY DEBRIS STAGING AREA AND CONTRACTOR CAMPGROUND



SNYDER PARK



DEBRIS STAGING
AREA

INTERSTATE 595



EXHIBIT B

ATTACHMENT B

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: _____

Project Description: _____

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

2. Number of years experience the proposer has had in providing similar services:

Years

3. Have you ever failed to complete work awarded to you? If so, where and why?

4. List appropriate licenses as issued by Broward County.

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.



The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and

organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized

standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the

Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: (Authorized signature) (date)

Name (printed) Title:

Company: (Legal Registration)

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address:

City: State: Zip:

Telephone No. FAX No. Email:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.04): Total Bid Discount (section 1.05):

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued
<input type="text"/>	<input type="text"/>

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or

reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 11-29-11

Question and Answers for Bid #633-11201 - Disaster and Debris Management Services

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

DRC Emergency Services

Bid Contact: **Lisa Garcia**
lgarcia@drcusa.com
Ph 251-343-3581

Address **740 Museum Drive**
Mobile, AL 36608

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
633-11201--01-01	Vegetative Debris Removal	Supplier Product Code:	First Offer - \$6.88	342000 / cubic yard	\$2,352,960.00	Y	Y
633-11201--01-02	Mixed Debris Removal	Supplier Product Code:	First Offer - \$7.24	100000 / cubic yard	\$724,000.00		Y
633-11201--01-03	Debris Removal from Drop-Off Sites	Supplier Product Code:	First Offer - \$6.88	20000 / cubic yard	\$137,600.00		Y
633-11201--01-04	Vegetative Debris Grinding	Supplier Product Code:	First Offer - \$2.24	300000 / cubic yard	\$672,000.00		Y
633-11201--01-05	Mixed Debris Processing	Supplier Product Code:	First Offer - \$2.00	100000 / cubic yard	\$200,000.00		Y
633-11201--01-06	Haul-out of Reduced Vegetative Debris	Supplier Product Code:	First Offer - \$4.00	100000 / cubic yard	\$400,000.00		Y
633-11201--01-07	Haul-out of Separated C&D Debris	Supplier Product Code:	First Offer - \$4.00	140000 / cubic yard	\$560,000.00		Y
633-11201--01-08	Haul-out of White Goods	Supplier Product Code:	First Offer - \$35.00	10000 / each	\$350,000.00		Y
633-11201--01-09	Haul-out of E-Waste	Supplier Product Code:	First Offer - \$20.00	2000 / cubic yard	\$40,000.00		Y
633-11201--01-10	Hazardous Stump Removal 25-36 Inches Diameter	Supplier Product Code:	First Offer - \$300.00	30 / each	\$9,000.00		Y
633-11201--01-11	Hazardous Stump Removal 37-48 Inches Diameter	Supplier Product Code:	First Offer - \$400.00	40 / each	\$16,000.00		Y
633-11201--01-12	Hazardous Stump Removal More Than 48 Inches Diameter	Supplier Product Code:	First Offer - \$450.00	20 / each	\$9,000.00		Y
633-11201--01-13	Hazardous Stump Backfill Delivered and Placed	Supplier Product Code:	First Offer - \$22.50	100 / cubic yard	\$2,250.00		Y

CONTRACT
COPY

633-11201--01-14	Removal of Partially Uprooted or Split Trees (Leaners) 24.99 Inches Diameter	Supplier Product Code:	First Offer - \$175.00	1120 / each	\$196,000.00	Y
633-11201--01-15	Removal of Partially Uprooted or Split Trees (Leaners) 25-36.99 Inches Diameter	Supplier Product Code:	First Offer - \$275.00	100 / each	\$27,500.00	Y
633-11201--01-16	Removal of Partially Uprooted or Split Trees (Leaners) >36.99 Inches Diameter	Supplier Product Code:	First Offer - \$350.00	100 / each	\$35,000.00	Y
633-11201--01-17	Removal of Partially Uprooted or Split Trees - Backfill Delivered and Placed	Supplier Product Code:	First Offer - \$22.50	100 / cubic yard	\$2,250.00	Y
633-11201--01-18	Removal of Split Leaner No Exposed Root Ball, Tree Diameter 24.99 Inches or Less	Supplier Product Code:	First Offer - \$175.00	5 / each	\$875.00	Y
633-11201--01-19	Removal of Split Leaner No Exposed Root Ball, Tree Diameter 25-36.99 Inches	Supplier Product Code:	First Offer - \$275.00	30 / each	\$8,250.00	Y
633-11201--01-20	Removal of Split Leaner No Exposed Root Ball, Tree Diameter > 36.99 Inches	Supplier Product Code:	First Offer - \$350.00	20 / each	\$7,000.00	Y
633-11201--01-21	Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, 1-	Supplier Product Code:	First Offer - \$62.00	3000 / each	\$186,000.00	Y

5 Limbs

633-11201--01-22	Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, 5-10 Limbs	Supplier Product Code:	First Offer - \$62.00	3000 / each	\$186,000.00	Y
633-11201--01-23	Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, All Limbs	Supplier Product Code:	First Offer - \$62.00	10000 / each	\$620,000.00	Y
633-11201--01-24	Management and Haul-Out of Household Hazardous Waste	Supplier Product Code:	First Offer - \$12.95	10000 / pound	\$129,500.00	Y
633-11201--01-25	Dead Animal Removal	Supplier Product Code:	First Offer - \$12.95	2000 / pound	\$25,900.00	Y
633-11201--01-26	Sand Screening	Supplier Product Code:	First Offer - \$12.24	20000 / cubic yard	\$244,800.00	Y
633-11201--01-27	Provide Specified Annual Services	Supplier Product Code:	First Offer - \$7,500.00	1 / lump sum	\$7,500.00	Y
633-11201--01-28	Bagged Ice	Supplier Product Code:	First Offer - \$2.50	40000 / pound	\$100,000.00	Y
633-11201--01-29	Bottled Water	Supplier Product Code:	First Offer - \$13.00	10000 / case	\$130,000.00	Y
633-11201--01-30	Annual Cost of Payment and Performance Bond	Supplier Product Code:	First Offer - \$50,000.00	1 / lump sum	\$50,000.00	Y

Supplier Total \$7,429,385.00

DRC Emergency Services

Item: Vegetative Debris Removal

Attachments

2. Qualifications of Firm.pdf
3. Operational Plan.pdf
1. Required Submittals.pdf



DRC Emergency Services, LLC
740 Museum Drive • Mobile, AL 36608
1-888-721-4372 • 1-251-343-3581 • FAX 1-251-343-5554

QUALIFICATIONS OF FIRM

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A. LICENSING

DRC is properly and legally licensed to perform Disaster Debris Management Services. Please see attached for evidence of DRC’s licensing and certification to do business in Florida.

B. HISTORY OF THE FIRM

DRC Emergency Services, LLC (DRC ES) is among the leading disaster management groups in the United States providing emergency preparation, response, and recovery from major catastrophes. The primary mission of DRC is professional, honest, and immediate response to natural and man-made disasters throughout the world. DRC has developed extensive experience and capabilities in emergency response and recovery over the last twelve years including, but not limited to:

- Disaster Management and Relief Services
- Debris Management
- Demolition
- Marine Debris, Salvage, and Recovery
- Vehicle and Vessel Removal And Processing
- Technical Assistance and Project Management
- Temporary Housing, Workforce Housing and Life Support
- Construction, Construction Management, and Demolition



- Landfill Management
- Civil, Heavy, and Vertical Construction
- Oil Spill Response and Recovery

DRC is capable of handling all or part of any disaster remediation including the FEMA reimbursement process. DRC ES is dedicated to providing professional, cost effective, responsive and quality service. DRC companies and affiliates have the experience, personnel, and equipment to mobilize immediately.

- Highly Qualified and Experienced Supervisors and Project Managers
- Professional and Knowledgeable Administrative Personnel
- Efficient and Professional Work Crews and Equipment Crews
- Qualified, Experienced, and Licensed Subcontractors and Contract Reservists
- Specialized and Maintained Knuckle-Booms Loaders and Bucket Truck Crews
- Heavy Trucks and Hauling Equipment
- Specialized Attachments and All Necessary Support Equipment
- Mobile Command Center

Capacity

Since 2001, DRC Emergency Services, LLC has responded to numerous natural or man-made disaster events involving hundreds of contracts. To date, DRC has removed in excess of 100,000,000 cubic yards of debris. The 2008 hurricane season produced two devastating storms in Hurricane Ike and Hurricane Gustav in which DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. During the 2004 Hurricane season alone, DRC worked 37 virtually simultaneous, separate contracts performing a total of over \$150,000,000 in emergency work, and recovering over 10,000,000 cubic yards of debris in a four and half month period. In approximately 100 days DRC removed and disposed of approximately 10,000,000 cubic yards of debris. DRC also recovered, screened and restored tens of thousands of cubic yards of displaced sand and debris to restore 15 miles of beaches destroyed in Florida in the aftermath of Hurricane Ivan. During 2005 and 2006, DRC performed work on damages from Hurricanes Katrina, Rita and Wilma from the Florida Keys to Louisiana all the way to Houston, Texas. DRC Emergency Services, LLC possess extensive experience with disaster debris removal and therefore has an excellent understanding of the work to be performed.

Recent Accomplishments

ENR-Engineering News Record, a nationally recognized engineering publication, lists DRC as one of the Top 100 Specialty Contractors in the United States. The October 12, 2011 issue ranks DRC as Number 53 in their special feature of the Top 600 Specialty Contractors. DRC stands alone in the Top 100 as the only firm designated as a Disaster and Debris Removal firm. DRC takes great pride in the provision of disaster recovery services and the confidence each client has in the ability of DRC to perform at a consistently high level.



In 2011, DRC received the American Public Works Association (APWA) award for best emergency response project with value of \$40,000,000 or less. DRC was presented the award jointly with the City of Nashville Public Works Department for response to the Nashville floods.

Recent Work Experience

2012 Super Storm Sandy

On October 29th of 2012, Super Storm Sandy made landfall over Northeastern United States, primarily affecting the States of New York and New Jersey. Its storm surge flooded streets, tunnels and subways and damaged and destroyed thousands of homes. DRC was hired to remove debris from the New York DOT roads on Long Island in Suffolk and Nassau Counties. In New Jersey, we were hired to clean up Piscataway.

2012 Hurricane Isaac

On August 29th of 2012, Hurricane Isaac made landfall over Southeastern Louisiana. This slow moving storm spent nearly 48 hours pummeling the area with hurricane force winds, and also brought with it a significant storm surge. DRC was activated by 9 of our clients in Louisiana, including St. Charles Parish, New Orleans, East Baton Rouge Parish, St. John Parish, Jefferson Parish and the LADOTD. DRC responded to each of these activations immediately and independently. DRC completed the debris removal and associated activities within 60 days from activation.

2011 Tornado Outbreak

In early April 2011, a severe weather event culminated in easily the most prolific, active month for tornados on record. These tornados followed an unprecedented outbreak that had already affected much of the South East. DRC was contracted by more than five separate entities to perform debris removal services for more than 25 separate contracts. Some of the entities included the North Carolina Department of Transportation, the Alabama Department of Transportation, the Alabama Department of Conservation and Natural Resources, the City of Birmingham, USACE in Joplin, Missouri, as well as various other small cities and townships.

2011 FEMA Site Development

Beginning in the later part of 2011, DRC broke ground on a Site Development project for the USACE in Minot, North Dakota. Thus far, work has consisted of developing a portion of the site, located in the northeast corner of Minot, for the installation of FEMA temporary group housing. This project has required constant coordination between several different agencies including FEMA, the USACE, and officials with the State of North Dakota as well as local utilities' representatives. Topsoil stripping, grading, excavation, sanitary sewer and water line services, and electrical power and services are just a few examples of DRC's responsibilities with this project.

2010 Haiti Earthquake

The 2010 Haiti earthquake was a catastrophic magnitude 7.0 earthquake, with an epicenter near the town of Léogâne, approximately 16 miles west of Port-au-Prince, Haiti's capital. The earthquake occurred on Tuesday, 12 January 2010. Due to DRC Emergency Services' long



standing commitment to disaster remediation and construction in Haiti, the firm was involved in multiple aspects of the recovery and reconstruction effort. Some of DRC's projects included several body recovery initiatives, debris removal and demolition, as well as the provision of temporary and long-term life support facilities. Within 24 hours of the earthquake's occurrence, DRC assembled and mobilized a team of highly experienced and dedicated personnel to Port-au-Prince and the surrounding areas. The DRC team, along with the Haitian government, assessed the damage in the affected areas and formed a mobilization plan that most effectively initiated the recovery process. Due to experience in performing multiple contracts simultaneously, DRC understood the importance of having unlimited resources available when they were needed. Along with equipment owned by the DRC family and its primary subcontractors, DRC secured national priority contracts with multiple national equipment leasing companies.

Deepwater Horizon Oil Spill

In addition to DRC's work in Haiti, DRC also successfully performed in several contracts that were directly related to the oil spill in the Gulf of Mexico which flowed for three months in 2010. The company's depth of knowledge with debris handling in ecologically sensitive environments was a significant asset and provided the ability to be intimately familiar with the placement, management, and removal of oil containment boom. Personnel in this company had a personal interest in protecting the Gulf Coast as they were among the affected residents. During this time, DRC was successfully classified as an Oil Spill Removal Organization (OSRO) by the United States Coast Guard. The company met several classifications which were listed on the OSRO Classification Matrix. Participation in this program allowed DRC to provide professionally recognized services to Escambia County, Florida as well as Plaquemines Parish, Terrebonne Parish, and Lafitte Parish, Louisiana.

The Hurricane Season Of 2009

Despite the unusual lull in hurricane activity for the 2009 hurricane season, DRC remained very much involved in the disaster remediation industry. DRC performed services for approximately 23 contracts that ranged from various types of debris removal to structural and slab demolition. In January of 2009, DRC responded with services and resources in a project funded by the Texas GLO that included debris removal and vessel recovery. The Texas GLO requested assistance for the removal of marine debris that was generated as a result of Hurricane Ike in 2008. These services were performed in Trinity, Galveston, East and West Bay and have an approximate contractual value of \$22,703,700.00. DRC also provided services for areas such as Kentucky and Arkansas that were ravaged by severe ice storms. These services are valued at approximately \$11,157,132.02. Also included in DRC's list of 2009 projects were residential demolition, structural and slab demolition, and barge removal. These contracts, performed for governmental agencies ranging from the Texas GLO to the town of North Topsail Beach, North Carolina, are all currently estimated at \$43,285,257.75

The Hurricane Season Of 2008

In 2008, Hurricanes Gustav and Ike devastated the Louisiana and Texas coastlines. DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. In Houston, Texas, DRC ES established industry benchmarks by achieving a FEMA record for hauling debris in a single day under a FEMA disaster declaration project. DRC's work



in these regions was nearly completed in a little over two months, having quickly restored these communities in the wake of severe storms.

The Hurricane Season Of 2005

The 2005 hurricane season brought the strongest storms and the worst natural disaster in our nation's history. The DRC family of companies is proud to have assisted in the recovery following the devastation of Hurricanes Katrina, Rita, Wilma, and Cindy affecting the Florida Keys, throughout Mississippi and Louisiana, and into Houston, Texas. To date, DRC has successfully completed over \$130,000,000 in disaster remediation in the hardest hit parishes of Louisiana and in Monroe, Escambia, and Miami-Dade counties in Florida, as well as the eastern coastal counties of Texas.

The Hurricane Season Of 2004

In the aftermath of Hurricanes Charley, Frances, Jeanne and Ivan in the fall of 2004, DRC and its teaming partners and/or subcontractors, performed 37 virtually simultaneous contracts and \$150,000,000 in emergency work, including the removal of over 10,000,000 cubic yards of debris and the restoration of miles of beaches, throughout the state of Florida, from Monroe County to Escambia County, as well as projects in Virginia, South Carolina, and Texas.

C. CLIENT LIST AND EVENT RESPONSE

Experience: Client Base of DRC

The following is a list of clients for whom DRC has performed work in the past. DRC has served small towns and large cities, urban and rural counties and parishes, Federal and state agencies, as well as the private sector.

U.S. Cities and Towns

Alba, Missouri
 Amherst, New York
 Benton, Arkansas
 Blue Springs, Missouri
 Camden, Arkansas
 Carrboro, North Carolina
 Carruthersville, Missouri
 Cary, North Carolina
 Charleston, South Carolina
 Duquesne, Missouri
 Fairhope, Alabama
 Ft. Worth, Texas
 Friendswood, Texas
 Garner, North Carolina
 Gulfport, Mississippi
 Hope, Arkansas
 Houston, Texas
 Indian River Shores, Florida
 Jacksonville, North Carolina
 Jacksonville Beach, Florida
 Kinston, North Carolina

Lilesville, North Carolina
 Lincoln, Nebraska
 Macon, Georgia
 Marshfield, Missouri
 Moroven, North Carolina
 Myrtle Beach, South Carolina
 North Topsail Beach, North Carolina
 Orchid, Florida
 Orlando, Florida
 Parkersburg, Iowa
 Raleigh, North Carolina
 Shreveport, Louisiana
 Slidell, Louisiana
 Sparta, New Jersey
 Springfield, Missouri
 Tullahoma, Tennessee
 Tampa, Florida
 Vero Beach, Florida
 Wadesboro, North Carolina
 West Palm Beach, Florida

US Counties and Parishes

Berkeley County, South Carolina
 Brevard County, Florida
 Broward County, Florida
 Dawson County, Georgia
 Dekalb County, Georgia
 Escambia County, Florida
 Greene County, Missouri
 Hillsborough County, Florida
 Indian River County, Florida
 Jefferson Parish, Louisiana
 Lenoir County, North Carolina
 Lincoln, Nebraska
 Manatee County, Florida
 Martin County, Florida
 McCurtain County, Oklahoma
 Mobile County, Alabama
 Monroe County, Florida
 New Hanover County, North Carolina
 New Orleans, Louisiana
 Okaloosa County, Florida
 Orleans Parish, Louisiana



Osceola County, Florida
 Ouachita County, Arkansas
 Plaquemines Parish, Louisiana
 Pender County, North Carolina
 Red River County, Texas
 Rockdale County, Georgia
 Sarasota County, Florida
 St. Bernard Parish, Louisiana
 St. Lucie County, Florida
 St. Tammany Parish, Louisiana
 Wake County School District,
 North Carolina
 Walton County, Florida
 Washington Parish, Louisiana

U.S. State Agencies

Alabama Department of
 Transportation
 Florida Department of
 Transportation
 Louisiana Department of
 Environmental Quality
 North Carolina Department of
 Transportation
 North Carolina Department of
 Parks and Recreation
 North Carolina Forestry Service
 Texas Department of
 Transportation
 Virginia Department of
 Emergency Management
 Virginia Department of
 Transportation
 Virginia Department of Parks
 and Recreation

U.S. Federal Agencies

U.S. Coast Guard
 U.S. Congress
 U.S. Department of Agriculture
 U.S. State Department
 U.S. Department of Homeland
 Security
 U.S. Army Corps Of Engineers

United States Corporations

Allied Waste, Inc.
 Bechtel International
 Blount International, Inc.
 Brown and Root
 Browning Ferris Industries, Inc.
 Bugshan/Stone-
 Webster(Saudi/USA)
 Burlington Southern
 CSX Railroad

Conventional Munitions
 Systems E.O.D.
 E.H.R.T. (E.O.D.)
 Flowers Industries, Inc.
 The Fluor Corporation
 Foster Wheeler
 General Electric- Capital, Inc.
 Gilbert Southern
 Milpark International Ltd.
 Norfolk Southern Railroad
 Passive Barriers (E.O.D.)
 Raith Engineering
 Tampa International
 Waste Management, Inc.
 Will Brothers Middle East Ltd.



References

Super Storm Sandy – New York State Department of Transportation – Nassau County and Suffolk County, NY

Address: 1440 Veterans Memorial Highway

Islandia, NY 11749

Tel: 631-774-7993

P.O.C. John McGullam, Head Engineer

Email: john.mcgullam@dot.ny.gov

Project Team: DRC

Performance Period: November 2012 – present

Approximate fee for services: To be determined

Brief description of project: Emergency response debris removal in the aftermath of Super Storm Sandy

2012 Tornadoes – Town of Center Point, AL

Address: P.O. Box 9847

Center Point, AL 35215

Tel: 205-854-4460

P.O.C. Mayor Henderson

cpmayor@charter.net

Project Team: DRC

Performance Period: February 2012 – October 2012

Approximate fee for services: \$456,877.00

Brief description of project: Emergency debris clearing and removal in the aftermath of the 2012 tornadoes.

Hurricane Ike Debris Management - City of Houston

Address: 611 Walker Street, 12th Floor

Houston, Texas 77002

Tel: 713-837-9103 Fax: (713) 837-9110

POC: Vic Ayres-Deputy Director or Harry Hayes - Director of Solid Waste

SWDDirector@cityofhouston.net

Project Team: DRC

Performance period: September 2008- 2009

Approximate fee for services: \$58,104,612.00

Brief description of project: Emergency hurricane debris clearing and removal for the City of Houston in the aftermath of Hurricane Ike.

Quantity of debris removed: 5,035,439.18 total cubic yards

Hurricane Gustav – Debris Removal – Tangipahoa Parish, Louisiana

Address: 206 East Mulberry Street

Amite, LA 70422

Tel: 985-748-3211



POC: Dawson Primes, Director of Homeland Security and Emergency Management

Project Team: DRC

Performance period: September 2008 - DRC is still under contract to provide emergency debris removal services

Approximate fee for services: \$2,780,902.26

Brief description of project: Emergency hurricane debris clearing and removal for Tangipahoa Parish in the aftermath of Hurricane Gustav.

Hurricane Gustav – Debris Removal – Iberville Parish, Louisiana

Address: 58050 Meriam Street

Plaquemine, LA 70765-0389

Tel: 225-687-5190

Fax: 225-687-5277

POC: Brian Willis, Solid Waste Director

Project Team: DRC

Performance period: September 2008 - DRC is still under contract to provide emergency debris removal services

Approximate fee for services: \$3,368,184.69

Brief description of project: Emergency hurricane debris clearing and removal for Iberville Parish in the aftermath of Hurricane Gustav.

**Hurricane Katrina/Rita - Remediation and Disposal of Vehicles and Vessels - Louisiana
Department of Environmental Quality**

602 N. 5th Street

Baton Rouge, LA 70802

Tel: (225) 219-3266 Fax: (225) 219-3708

POC: John Rogers, Environmental Services Scientist

John.rogers@la.gov

Location of project: New Orleans and surrounding areas

Project Team: DRC

Performance period: June 2006 – October 2007

Approximate fee for services: \$15,000,000

Brief description of service: Hurricane Katrina Removal of Vehicles and Vessels, Vessel Recovery

Quantity of debris removed: Removal/Recovery of approximately 10,640 vehicles, 761 vessels and 193 trailers

Winter Ice Storm 2006 - Debris/Tree Removal - Town of Amherst, New York

1042 North Forest Road

Williamsville, New York 14221

Tel: (716) 631-5990

POC: Robert Anderson, Superintendent of Highways

randerson@amherst.ny.us

Project Team: DRC



Performance period: October 2006 – December 2006

Approximate fee for services: \$12,000,000

Brief description of service: DRC responded to Amherst, New York in the aftermath of the 2006 Winter Ice Storm "October Surprise".

Quantity of debris removed: approximately 800,000 cubic yards of debris and 30,000 trees.

Hurricane Wilma – Palm Beach County School District

3300 Summit Blvd.

West Palm Beach, FL 33406

Phone 561.687.7087 FAX 561.687.7027

P.O.C. Stephen Backhus

Email: backhuss@palmbeachschools.org

Project Team: DRC

Performance Period: 2005 – current vendor

Approximate fee for services: \$2,000,000.00

Brief Description of Services: DRC responded and managed the debris operations for the Palm Beach County School District after Hurricane Wilma. With a quick response DRC Emergency Services help recovery from this major event with speed and accuracy. The communication between DRC and School District personnel along with the credentials by DRC staff set the standard for other to follow.

Hurricanes Dennis, Katrina, Rita, and Wilma-Debris Removal-Monroe County, Florida

1100 Simonton Street 2-216

Key West, Florida 33040

Tel: 305-295-4329; Fax: 305-295-4321

POC: Judy Clarke, Director of Engineering Services

Email: Clarke-Judith@monroecounty-fl.gov

Project Team: DRC

Performance period: 2005-2006

Approximate fee for services: \$15,000,000

Brief description of service: Clearance of hurricane generated debris following Hurricanes Dennis, Katrina, Rita, and Wilma.

Hurricane Katrina-Louisiana Department of Transportation and Development

Address: 3300 Mac Arthur Drive

Alexandria, LA 71307

Tel: 225-379-1836 Fax: 225-379-1861

POC: Rhett A. Desselle- Assistant District 08 Administer of Operations

Rhett.Desselle@la.gov

Project Team: DRC

Performance period: September 2005 – June 2006

Approximate fee for services: Over \$105,000,000

Brief Description of Service: In the wake of Hurricane Katrina in September 2005, DRC was contracted by the Louisiana Department of Transportation and Development to provide



debris removal in thirteen parishes including the most heavily affected parishes Orleans, St. Bernard, Plaquemines, Jefferson, and St. Tammany

Hurricanes Jean, Frances and Wilma - Debris Removal - Martin County, Florida

2151 SE Aviation Way

Stuart, Florida 34996

Tel: 772-221-1394 ext. 4; Fax: 772-221-1466

POC: Darrell Wright, Project Manager, 772-260-6066 Email: dwright@martin.fl.us

Project Team: DRC

Performance period: 2004-2006

Approximate fee for services: \$25,000,000

Brief description of service: Clearance of hurricane generated debris following Hurricanes Jeanne and Frances (2004) and Hurricane Wilma (2005)

Quantity of debris removed: For storms Jeanne and Frances, DRC removed 1,046,669 cubic yards of debris and 347 stumps. For Hurricane Wilma, DRC removed 335,032 cubic yards of debris.

Hurricane Ivan - Clearing and Restoration - Escambia County Florida

223 Palafox Place Suite 300

Pensacola, Florida 32501

Tel: 850-554-2772 Fax: 850-595-4923

POC: Claudia Simmons, Manager Office of Purchasing, 850-595-4987,

Email: claudia_simmons@co.escambia.fl.us

Project Team: DRC

Performance period: September 2004 – February 2006

Approximate fee for services: \$ 50,000,000

Brief description of service: Clearing and restoration of approximately 15 miles of Pensacola, Florida beaches destroyed by Hurricane Ivan. Removal and cleaning of beach sand, dune restoration and removal of remaining debris. Debris removal and condemnation of beachfront structures as directed by the Government. Management of ROE project.

Quantity of debris removed: Approximately 1.7 million cubic yards

D. MAJOR EVENT RESPONSE

PROJECT	DATE	TOTAL CY	INVOICED
2012 Super Storm Sandy	November 2012	Approx 973,793.24 cu yd	Est. \$17,196,378.11 100% reimbursed
2012 Hurricane Isaac	September 2012	Approx 1,154,026.14 cu yd	Est. \$11,079,533.76 100% reimbursed
2011 Tornado Outbreak – Nationwide Response	April 2011	Approx 2,551,444.18 cu yd	Est. \$36,300,000.00 100% reimbursed
Hurricane Irene Debris Removal	August 2011	Approx 377,275 cu yd	Est. \$10,00,000.00 100% reimbursed
BP Deepwater Horizon Oil Spill	April 2010	Oil Spill Recovery Efforts in	Est. \$170,000,000.00



		Louisiana and Florida	
Hurricane Ike Debris Removal	September 2008	Approx 11,000,000 cu yd	\$121,238,449.15 100% reimbursed
Hurricane Katrina Debris Removal	July 2007	Approx 3,000,000 cu yd	Est. \$37,500,000.00 100% reimbursed
Hurricane Katrina Debris Removal	September 2005	Approx. 6,000,000 cu yd	Est. \$105,000,000.00 100% reimbursed
Hurricanes Jeanne and Frances Debris Removal	August 2004	Approx 1,100,000 cu yd	Est. \$25,000,000.00 100% reimbursed
Hurricane Ivan	September 2004	Approx. 1,700,000 cu yd	Est. \$50,000,000 100% reimbursed

E. STANDBY CONTRACTS IN PLACE

DRC has been selected as pre-positioned, pre-qualified, or "stand-by" contractor for over 250 government entities and political subdivisions. We currently serve approximately 175 communities in this capacity from the Southwest United States to Florida in the Southeast to the Atlantic Seaboard and New England. We have permanent offices in Mobile, Alabama and New Orleans, Louisiana as well as dedicated regional representatives to serve all of our stand-by clients. Stand-by clients also have access, free of charge, to the expertise and training in Emergency Management provided by our consultant Walter Maestri, Ph.D., a longtime, nationally recognized emergency manager.

State of Alabama	Mobile County Foley Chickasaw	Phenix City Prichard Silverhill
State of California	Alameda County Compton Los Angeles County Sacramento County-prequalified	San Bernardino County Public Works San Bernardino County Flood Control District
State of Connecticut	West Hartford	
State of Florida	Belleair Beach Boca Raton Broward County Cape Coral Charlotte County – Storm Debris Clearing Charlotte County – Emergency Debris Mgmt Svcs Charlotte County School District Cinco Bayou Citrus County Dania Beach Daytona Beach DeBary Deltona El Portal Escambia County	Osceola County School District Oviedo Palm Beach County School District - Debris Removal Palm Beach Gardens Palm Coast Pensacola Pembroke Pines Pinellas County Pinellas Park Punta Gorda Safety Harbor Santa Rosa County Santa Rosa County School



	<p>Escambia County School District FDOT District 6 Monroe County Cut and Toss FDOT District 6-Miami Dade Cut and Toss FDOT District 6 Monroe Co-Debris Removal FDOT 6 Miami-Dade-Debris Removal FDOT District 7 FDOT Turnpike -- Seminole FDOT Turpike -- Orange/Osceola Grand Haven Community Development District Gulfport Hallandale Beach Hillsborough County Jacksonville - prequalified Jupiter Island - Debris Removal Jupiter Island - Debris Disposal Largo Lee County Leon County Longboat Key Longwood Manatee County School District Marco Island Marion County Martin County Mary Esther Miami Miami-Dade County Miami Dade County School District Miami Beach Miami Springs Milton Miramar Monroe County Monroe County Marine Debris Removal North Lauderdale North Miami North Miami Beach Oakland Park Ocean Reef Club, Inc. Ocean Reef Community Association Okaloosa County Oldsmar Orlando Osceola County</p>	<p>District Sebastian Sewall's Point Shalimar South Miami South Florida Water Management District Southwest Florida Water Management District St. Lucie County St. John's County Sumter County Sumter Landing Community Development District Tallahassee Tampa Temple Terrace The Villages (12 contracts) Treasure Island University of Miami Village of Golf Venice Wellington West Park Weston</p>
<p>State of Georgia</p>	<p>Atlanta Charlton County Colquitt County Colquitt (City of) Early County - prequalified Floyd County Liberty-Hinesville County</p>	<p>Lowndes County Lumpkin County BOC MARTA Miller County Savannah</p>



State of Hawaii	Honolulu	
State of Louisiana	Ascension Parish East Baton Rouge Calcasieu Parish-Debris Calcasieu Parish-Products/Services Downtown Development District- New Orleans Debris Removal Downtown Development District – New Orleans Tree Disposal Jefferson Parish - Equipment Rental Jefferson Parish – Debris Removal Lafayette Mandeville	New Orleans Slidell St. John the Baptist Parish State of Louisiana – MREs State of Louisiana – District 62 State of Louisiana – Mass Feeding State of Louisiana – Sand for Emergency Response Tangipahoa Parish
State of Maryland	Carolina County Caroline County Frederick County Harford County Montgomery County Prince George County	State of Maryland Region A State of Maryland Region B State of Maryland Region C State of Maryland Region D State of Maryland Region E Queen Anne's County
State of Mississippi	Jones County	
State of North Carolina	Burgaw Carolina Beach Charlotte Havelock Hyde County Lilesville New Hanover County (2)	North Topsail Beach Pender County Raleigh (2) Topsail Beach Wilmington (2)
State of Oklahoma	Norman	
State of Rhode Island	State of Rhode Island (2)	
State of South Carolina	Bamberg County Beaufort Charleston County Dorchester County Pickens County - prequalification	Oconee County - prequalification Rock Hill South Carolina DOT- prequalified Town of Surfside Beach
State of Tennessee	Nashville-Davidson County	
State of Texas	Beaumont Bellaire Chambers County – Debris Removal Chambers County – Food Services Cleveland Corpus Christi El Lago Galveston (City of)	Port Aransas Nederland Pasadena Piney Point Village Port Neches Port of Galveston Richwood Shenandoah



	Galveston – Shelter, Food, Security Garland Groves Harris County Harris County Department of Education Harris County Flood District Houston (2) Houston –Galveston Area Council Houston – Base Camp Humble Huntsville Jamaica Beach Jefferson County Jefferson County Drainage District No. 7 Kemah Morgan’s Point	South Houston Taylor Lake Village Walker County
State of Virginia	Central Virginia Waste Management Authority Manassas Park Prince William County Richmond Virginia Department of Emergency Management- Logistics Virginia Department of Emergency Management- Debris	
State of Washington	State of Washington	

Revised as of 4-8-13

F. EXPERIENCE OPERATING MULTIPLE TDMS SITES

In 2004, following Hurricanes Jeanne, Francis and Ivan, DRC simultaneously operated more than ten TDMS sites in Florida.

In 2005, following Hurricane Wilma, DRC simultaneously operated five TDMS sites in Louisiana, processing debris for the Louisiana DOTD.

Also in 2005, DRC simultaneously operated six TDMS sites for the Louisiana DOTD in two districts following Hurricane Katrina.

In 2008 following Hurricane Ike, DRC simultaneously operated seven TDMS sites handling 11,000,000 cu yd of debris, recycling materials out of the waste stream in two of those facilities.

In 2012, DRC simultaneously operated six TDMS sites in Louisiana following Hurricane Isaac.



In all of DRC's relevant projects, DRC has met and fulfilled the standards of all local, state, and federal regulatory agencies including the remediation, restoration, and sampling of staging and processing sites.

G. EXPERIENCE IN SAND SCREENING AND BEACH REMOURISHMENT

Following the devastation from Hurricane Ivan in 2004, DRC cleared and restored approximately 15 miles of Pensacola, Florida beaches. During the period of September 2004-February 2006, DRC removed and cleaned beach sand, restored dunes, and removed remaining debris.

In 2005 following Hurricane Dennis, DRC was contracted to provide sand screening and beach restoration in Escambia County, Florida and Monroe County, Florida. In Escambia, DRC was thereafter tasked to dredge several hundred thousand additional cubic yards of compatible sand (color, size, and gradation) and to utilize it and the original sand to rebuild the approximately 15 miles of beaches and berms.

Recently in 2009, DRC completed berm shaping and beach renourishment in North Topsail Beach, NC.

As evidenced above, DRC is committed to restoring environmentally sensitive areas. The removal of debris and waste materials, the restoration of damaged and compromised natural and man-made habitats, and, in some cases, the reconstruction of damaged coastal, marine, and wetland environments are the core missions in a DRC disaster response. Furthermore, DRC is committed to ensuring that our work, including the byproducts of our work, has zero or minimal environmental impact.

H. BANK LETTER

Please see attached.

I. LETTER FROM SURETY

Please see attached.

J. EXPERIENCED STAFF

For the past 12 years, the DRC team has responded to major natural or man-made disasters occurring within the continental United States and its territories, in theatres of U.S.-led troop operations, and in Central America. The DRC personnel are trained, motivated and available for immediate deployment in an emergency response. Personnel are N.I.M.S.-certified and/or have specialized training in safety and asbestos management and are equipped with utility vehicles, digital, handheld, multi-state, two-way radios, cellular communications, and handheld computers. DRC personnel will have the experience and/or training to respond immediately to



disasters and are provided with a DRC ES supervisor handbook including required reports and forms for successful disaster response and management thereof.

Regional Managers are assigned to specific geographic locations throughout the United States to assist, monitor and lead the project teams in response to emergency situations. Regional Managers from one region may be assigned to support other Regional Managers as needed and all Regional Managers may be mobilized to one location to support emergency situations.

Professional Recognition

DRC and its affiliates are leaders in the field of disaster management and emergency recovery. DRC and affiliate employees, subcontractors, associates, and contract reservist personnel have specialized training for emergency management and/or have attended multiple industry seminars and conferences. DRC, its subcontractors, and/or personnel list among their accomplishments, membership in many professional organizations including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services. DRC is familiar with USACE, FEMA, and FHWA rules and regulations, the Stafford Act, and 44CFR as they pertain to emergency response, recovery and reimbursement.

Senior Management

Stewart G. "Buddy" Fuzzell, Jr. formerly head of DRC's former primary Subcontractor has become a major shareholder in the ownership holding company (Seven Continents Holdings, LLC) which recently acquired DRC Emergency Services. Buddy has forty-seven years' experience in the wood products industry and thirty-four years' experience in the disaster recovery industry. Starting with Hurricane Frederic in 1979, Buddy has worked on virtually every major hurricane as well as numerous ice storms, snowstorms and tornados. Over the course of his career, Buddy has been responsible for the removal and processing of over 50 million cubic yards of storm debris. He also owns veneer mills, a wood chip mill, and a company that supplied aggregate materials for the reconstruction of Louisiana after Hurricanes Katrina and Gustav.

Gerald "Lee" Busby joins DRC Emergency Services, LLC as the new **President and Chief Executive Officer**. A retired US Marine infantry Colonel, Busby's leadership and experience in providing command & control oversight for expeditionary operations worldwide only enhances DRC's existing capabilities. Busby blends his military experience with a business background in investment management and US Government Defense contracting. Most recently he was with DynCorp International, first in Kabul helping to set up and oversee the training of the Afghan National Army, and later as Senior Director, Training Programs for the Training & Intelligence Solutions division in Falls Church, VA.

Byron G. Jorns joins DRC Emergency Services as **Chief Operating Officer**. A US Army veteran, Mr. Jorns has served in a variety of command and staff positions to include several



assignments with the US Army Corps of Engineers. Mr. Jorns brings extensive experience in Disaster Response, Basecamp Development, and Water Resources activities. He provided primary leadership, direction, and supervision in the planning, design, construction, and operation of several basecamps in the Balkans and Latin America. He also played a leading role in Federal response activities to Hurricanes Fran, Gustav, and Ike. Mr. Jorns was the principal US Army Corps of Engineer's advisor to the Incident Command Group (Mobile, AL) during coastal response efforts to the BP Oil Spill (Deepwater Horizons). He also served as a Director of Public Works at a major Army training installation with responsibilities for water supply, water distribution, wastewater treatment, power generation/distribution, facility maintenance, and natural resources conservation.

R. Hunter Fuzzell bolsters DRC's field Project Management services and **Regional Customer Development** efforts. For over 10 years, Hunter has served as a project manager for major disaster recovery projects across the county, working for the City of New Orleans, NY DOT, and LA DOTD after Hurricane Gustav. During his work in the field, Hunter has successfully brought the back office process to industry standards by implementing cutting edge accounting software and developing an industry leading data entry system. Prior to his involvement in the disaster recovery industry, Hunter served as the Director of Revenue Analysis for Nova Information Systems in Atlanta, GA. His responsibilities included all monthly financial reporting to the executive council as well as preparing a \$500M annual budget. Prior work experience also includes employment with Andersen Consulting/Accenture where he served as a consultant in the Financial Services stream. Highlights include working on the "SunTrust" One Bank project with encompassed gross billings of over \$100M. In addition to his work in the office, his education includes a BS in Finance from Auburn University and an MBA with a concentration in Information Systems from Auburn University.

Mark Stafford is Director, Business Development. Mr. Stafford has many years of experience in disaster and commercial and industrial waste management and has participated in recovery following ice storms and hurricanes throughout the Southeast. He has overseen and operated landfills, recycling operations, and transportation companies exceeding \$200 million in annual revenues. He has managed teams of over 1100 staff serving business, industry, and municipalities. Previous to joining DRC, he was the President and Regional Director of Allied Waste for the State of Louisiana. He also worked in an executive capacity for Waste Management. He handles the day to day operations and marketing for DRC Emergency Services. Mr. Stafford earned a B. S. in business from the University of Louisiana Lafayette.

Cary Des Roches, formerly the CEO and Counsel for DRC's primary Subcontractor has been named as General Counsel for DRC Emergency Services. Mr. DesRoches brings over 20 years of experience in private practice to his new role, including extensive representation of disaster recovery companies arising out of the Katrina hurricane and BP Oil Spill efforts.



Regional Managers

Bryan Fike is Regional Manager for Florida. Mr. Fike possesses more than 25 years of disaster response, recovery, incident command, and command center operations experience including as a first responder during Hurricane Andrew's devastating impact on South Florida in 1992. His life of public service began as a firefighter in 1884 and was followed by a career in law enforcement from which he retired in 2004. Since that time, Mr. Fike has managed the recovery effort for many of the communities severely devastated by some of the largest and most destructive events to ever impact the United States. Most recently, Mr. Fike served as a Senior Advisor on the New Orleans Housing Demolition Program. On this complex project, Mr. Fike assisted the City of New Orleans in navigating the complex legal processes associated with voluntary and non-voluntary condemnations. In 2011, Mr. Fike served as Principal-in-Charge on the Hurricane Irene response and recovery in Virginia which heavily impacted dozens of communities throughout eastern and central Virginia. Also in 2011, Mr. Fike served as Principal-in-Charge on the State of Connecticut response and recovery from the historic Nor'easter snow event which impacted 18 City's, the State DOT roads, and State parks.

Mr. Fike has served as Client Liaison and Principal- in- Charge during response and recovery efforts in the City of Galveston and the City of Houston, as well as dozens of the other coastal Texas cities most severely impacted by the damaging winds and floodwaters of Hurricane Ike in 2008. In this capacity, Mr. Fike was responsible for overseeing debris monitoring and overall project operations, as well as advising local leaders on reimbursement policies and procedures. Mr. Fike also managed flood recovery projects in Snohomish County Washington in 2009 and Cedar Rapids, Iowa in 2008. In 2007 and 2008, Mr. Fike managed events throughout the State of Oklahoma following the devastating ice storms which battered that region.

Mr. Fike managed Hurricane Katrina related storm recovery projects across the Mississippi Gulf Coast in 2005 and 2006 and in 2004 and 2005 he served as Operations Manager for debris removal operations in South Florida following Hurricanes Wilma, Charlie, Frances, Ivan, and Jeanne.

Kristy Fuentes is the Regional Manager for Louisiana and Mississippi. Ms. Fuentes has extensive experience in program management, disaster and demolition contracting, and regulatory compliance. Since joining DRC in 2005, Ms. Fuentes has managed DRC's regional Louisiana office by providing management and oversight for all Louisiana projects. Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish, and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the "Katrina Car and Vessel" contract. She is currently the Program Manager for DRC's third massive demolition project in the City of New Orleans.

Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars.



In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes thru the employment and management of hundreds of local residents and vessels. By implementing revolutionary methods and clean-up techniques, Ms. Fuentes assisted in the restoration of those communities most drastically affected by the disaster.

Prior to joining DRC Emergency Services, Ms. Fuentes was a manager for Lash Homes, Inc. before owning a small business ended by Hurricane Katrina.

Tony Swain is Regional Manager for North and South Carolina. Mr. Swain came to DRC after 3 years as a Project Manager for Cahaba Disaster Recovery. During which time he oversaw the demolition of hundreds of houses in Orleans Parish, LA. Along with Debris Removal projects in Springfield, MO., Green County, MO. and Amherst, NY.. Previously he spent 12 years as Senior Project Manager and Procurement and Contracts Administrator for an Emergency Services Company in Florida. He was responsible for providing sub-contractors for 46 separate contracts and 55 TDSRSs in the 2004 hurricane season involving hurricanes: Charlie, Frances, Ivan, and Jeanne. In 2005 he performed the same tasks for 21 separate contracts and was the Project Manager for the City of Miami in the aftermath of hurricanes: Katrina and Wilma. Mr. Swain has an extensive managerial and sales background.

Tom B. Combs is Vice President of Governmental Affairs, Regional Manager for Texas and Oklahoma, and Emergency Housing Coordinator. Mr. Combs joined the DRC team on a consulting basis in 2002 and brings over 25 years in "hands-on" housing experience. Previously, he spent over 10 years in public office as City Councilman and Mayor Pro-tem for The City of Beaumont, Texas. In that capacity he served as liaison to the Beaumont Housing Authority and as President of the Innovative Housing Corporation. He also held the position of Homeless Programs and AIDS Housing Coordinator for the City of Houston. In this position he directly supervised, coordinated and monitored over 30 million dollars in temporary, transitional, and permanent housing construction and operations contracts. Additionally, Mr. Combs served as District Director and Chief of Staff for two members of Congress where he personally directed all housing related activities and serves as liaison between the congressmen, the cities, and the Department of Housing and Urban Development. He has extensive experience in minority, women, and disadvantaged contractor outreach programs. Mr. Combs has also owned his own firm, Tom Combs & Associates, which specialized in local, state, and federal contract negotiations. Mr. Combs lives and is headquartered in Houston, Texas.

Emergency Management

Dr. Walter Maestri is Emergency Management Consultant. Dr. Maestri served for over a decade as Director of Emergency Management for Jefferson Parish, Louisiana, playing a key role in preparation and evacuation planning for Louisiana's largest suburban parish. His expertise and experience have been utilized by federal and state emergency planners as well as nationwide news networks over the past ten years. Most recently, Dr. Maestri served the citizens of his parish and state with distinction during Hurricane Katrina and its aftermath, the nation's



worst-ever natural disaster. He has authored over a dozen publications and presentations on emergency management, has ten different certifications from the Emergency Management Institute and the Federal Emergency Management Agency, and holds a bachelor's degree from Spring Hill College in Mobile, as well as a doctorate from the University of Southern Mississippi.

Project Management and Operations

Lee Wilson is Senior Project Manager and one of the most trusted and respected managers at DRC. Mr. Wilson has forty years of extensive and invaluable experience in the civil construction industry. Mr. Wilson has for the last twenty years, acted extensively in the capacity as a project manager and estimator, building airports, interstates, state, city, county projects including water and sewer, storm drain, and large excavation projects. Mr. Wilson managed the Martin County, Florida project in 2004 for DRC which accounted for 1.1 million cubic yards of debris recovered and processed. Lee managed the demolition of 417 homes for the University of South Alabama, Mobile, Alabama. Within hours of the landfall of Hurricane Katrina Lee was on site in Louisiana leading the project in East Baton Rouge. Mr. Wilson also worked on the Louisiana DOTD project and was responsible for the management of debris removal that encompasses thirteen parishes. Lee has directed the management of this project that accounts for the recovery of 2.2 million cubic yards of debris. Mr. Wilson has international project management experience that extends as far as Nogliki, Russia where he served as Civil Engineering Consultant to Exxon Mobil in the building of an airport, a project valued at \$58 million. Lee was the Construction Manager that managed and directed the installation of water and sewer infrastructure for an entire country in Central America.

Michael Cooney is a Regional Senior Project Manager for DRC. As a Regional Senior Project Manager, he is responsible for managing multiple project managers during simultaneously occurring projects. Prior to joining DRC in 2006, Mr. Cooney owned and operated a civil construction firm and later was a partner in a luxury home construction and remodeling business in Birmingham, Alabama. Since joining the DRC Group, Mr. Cooney has managed several large scale debris management projects and has worked extensively in the Marine Construction and Civil Construction operational side of DRC. In 2007, Mr. Cooney managed the demolition of thousands of damaged Hurricane Katrina homes in New Orleans. As a project manager for the Plaquemines Parish Canals and Ditches contract, he oversaw the cleaning of sixty miles of marsh land and the removal of over five million cubic yards of debris. In 2010, he managed some 500 vessels in response to the BP MC252 Oil Spill and also managed the oversight for construction of multiple, multi-storied government buildings. Most recently, he has been responsible for the overall management of a number of the tornado recovery operations in North Alabama. These operations have included right of entry programs, vegetative and C&D programs, and hazardous waste recovery and recycling programs. Mr. Cooney attended at Auburn University in Auburn, Alabama and has participated in numerous disaster re-enactments and simulations with cities and counties throughout the United States.



Contracts and Proposals

Chuck Prieur is Senior Vice President. Mr. Prieur has worked extensively in East Baton Rouge, St. Tammany, St. Charles, and Plaquemines Parishes on the Hurricane Katrina Louisiana DOTD project and throughout Texas and Louisiana in recovery efforts for Hurricane's Ike and Gustav. Mr. Prieur started his own business in 1985, with the acquisition of a full service gas station. His business expanded to own and manage four stations. Mr. Prieur served as a liaison to Shell Oil on Dealer Related Issues as well as served as a consultant to Shell Oil for purposes of developing a new business model. He also owned and managed a full service financial services company for six years. He majored in accounting at the University of Louisiana-Lafayette and is certified in Asbestos Supervision and N.I.M.S.

INDIVIDUAL CERTIFICATIONS

EMPLOYEE	ASBESTOS CERTIFICATION	FEMA CERTIFICATIONS	ADDITIONAL CERTIFICATIONS
Mark Stafford		NIMS Certified	
Lee Wilson Sr.		NIMS Certified NIMS IS-00700	
Tony Swain		NIMS Certified NIMS IS-100 NIMS IS-200 NIMS IS-300 NIMS IS-400	HAZWHOPER 40 hr Emerg Response
Michael Cooney	Contractor/Supervisor		HAZWHOPER 40 hr Emerg Response
Walter Maestri		NIMS Certified NIMS IS-1 MINS IS-5.A NIMS IS-15.A NIMS IS-100 NIMS IS-120 NIMS IS-139 NIMS IS-208 NIMS IS-230 NIMS IS-271 NIMS IS-275	
Bryan Fike		NIMS IS-100 NIMS IS-120 NIMS IS-200 NIMS IS-325 NIMS IS-546 NIMS IS-631 NIMS IS-632 NIMS IS-634 NIMS IS-700 NIMS IS-800	



Chuck Prieur	Contractor/Supervisor	NIMS Certified NIMS IS-00700	HAWHOPER 40 hr Emerg Response Certified Freon Handler
Tom Combs		NIMS Certified NIMS IS-00701	
Kristy Fuentes	Contractor/Supervisor	NIMS Certified NIMS IS-00700	
Jason Babice	Contractor/Supervisor		HAZWHOPER 24 Hour Emerg Resp
Shaun Hodge		NIMS Certified NIMS IS-00700	
Carlos Lorenzy	Asbestos Class II Worker		
Lee Wilson, Jr.			OSHA Asbestos Competent Person

Revised 4-10-13

Employment of Local and Minority Contractors

DRC has implemented an aggressive and nationally recognized outreach program entitled, The DRC Local Subcontractor Resource Program.

DRC reaches out to local, small, minority and women owned (SMWB'S) companies with a variety of tools. DRC is dedicated to working closely with local, minority and Women Business Enterprise's (M/WBE) small business representatives in contacting companies that are approved and certified by M/WBE as small, disadvantaged, minority, veteran and women owned businesses. DRC will make immediate contact with the Minority and Women Business Enterprise office to schedule an informational workshop for potential vendors and businesses. The workshops provide "hands on" technical assistance to companies ranging from individuals owning dump trucks and loading equipment to office supply companies and small printers wishing to provide goods and services. DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

In addition, due to the close nature to the federal funding provided by FEMA, The Congressional Delegation will be contacted and their staffs briefed on the program for their constituent companies.

A direct mail program may be conducted in order to target potential companies and minority business organizations that are listed with the Office of Minority and Women Business Enterprise. The mailer will provide information as well as an 800 number for interested individuals and companies with bi-lingual assistance available when necessary.

The development and implementation of this program is coordinated by Tom B. Combs. Mr. Combs, Director of Governmental Relations, has over 20 years' experience in SMWB development. Mr. Combs served as founder and Executive Director of The Bid Resource Center that was the nation's second and largest non-profit assisting SMWB'S in securing government



contacts. Subsequently Mr. Combs served as Mayor Pro Tem and Congressional Chief of Staff and Director of the John Gray Institute developing SMWB programs across the state of Texas and the nation. The DRC Local Subcontractor Resource Program not only drastically improves small and minority business participation, but also shows the commitment of DRC to ensuring that the entire community has the opportunity to participate. The DRC technical assistance workshops not only assist companies with identifying potential contract opportunities, but also assist those interested with "teaming". This process matches MBE's/WBE's with other companies in order to strengthen their competitive position and package of goods and services offered. "Teaming" can greatly increase MBE/WBE participation because of the "strength in numbers" concept.

DRC is committed to ensuring that any emergency response business activity is shared by the entire community. The DRC Local Subcontractor Resource Program is an innovative program that ensures minority participation is not just a goal but a reality.

AVAILABLE EQUIPMENT

DRC Emergency Services, LLC and associated and affiliated companies and subcontractors, owns substantial trucks and specialized pieces of heavy equipment, attachments and support equipment specifically designed for emergency response. DRC owns dozens of cellular and radio telephones for use in an emergency. DRC and/or their subcontractors have national priority contracts with multiple national equipment leasing companies and subcontractors and/or independent contractors through which hundreds of trucks and/or pieces of heavy loading equipment are available to supplement DRC's and/or the subcontractor's fleets. In summary, DRC is capable of mobilizing all of the listed equipment and more, as needed, to meet the clearing requirements of a Notice to Proceed.

300-Trucks				General Information		
Owner	Year	Make	Model	Description	Serial #	Tag #
EQL	2006	Ford	F-650 4x2	Kitchen Tractor	3FRNW65R16V255189	AL- 2X350323
EQL	2011	Ford	F750	Truck	3FRPX7FA8BV586561	AL- 2X252440
EQL	2011	Ford	F750	Truck	3FRPX7FAXBV586562	AL- 2X211477
EQL	2011	Ford	F750	Truck	3FRPX7FA1BV586563	AL252441
EQL	2011	Ford	F750	Truck	3FRPX7FA3BV586564	AL- 2X211474
EQL	2011	Ford	F750	Truck	3FRPX7FA5BV586565	AL- 2X211478
EQL	2011	Ford	F750	Truck	3FRPX7FA7BV586566	AL- 2X211476
DRC	1996	GMC	TopKick	18' DumpTruck	1GDJ7H1J3TJ509970	AL 2AP705178
DRC	2000	Volvo	VNL64T	Tractor	4V4ND3JJ8YN241360	LA



Owner	Year	Make	Model	Description	Serial #	Tag #
						P122559
EQL	2003	Kenworth	Tandem T800	Knuckleboom Self-Loader	1NKDLUOX83J392848	AL 2AP757256
EQL	2006	Peterbilt	379 TM	Knuckleboom Self-Loader	1NP5LBQX26N896831	AL 2AP757259
EQL	2006	Kenworth	W900	Knuckleboom Self-Loader	1NKWLBOX96J143881	AL 2AP757260
EQL	2012	Kenworth	W900	Tractor	1XKWP4TX4CJ327560	AL 2AP770597
500 - Trailers			General Information			
Owner	Year	Make	Model	Description	Serial #	Tag #
DRC	1997	Trail King	501	24' Lowboy Trailer	1TKC0242XVG039030	AL 2TR52563
DRC	2000	Featherlite	5'X10'X53'	Command Center	4 FG-L0532-3-YC028239	LA E487851
DRC	2000	Wallace	30 Ton	46' Lowboy	DLBT5031000000125	AL 2TR52562
DRC	2001	Viking	40 Ton	46' Lowboy	1V9CR46321N062452	AL 2TR52561
DRC	1998	Long	700 JBJ	15' Boat Trailer	1LGAMAM1XW1D05046	
DRC	2001	Express	UTIL 08 L5X8	Encl Cargo Trailer	4X4TSE2131U301974	AL 2UT06982
DRC	2005	Port City Trailers	7x12 SDTA	12' Utility Trailer	4PCU2122751000030	AL 2UT06983
EQL	2002	Iron Dog	18' X 8'	18' Utility/Car Trailer	5FELS18272C006881	AL 2TR13261
EQL	2005	Fleetwood	Pace Arrow 36D	Motorhome	5B4MP67G053402664	AL 2RA50116
LAFND	2006	Dream Coach	7403	Trailer	1D9HG19256P397243	AL 2TR52552
EQL	2005	Host	HSTA3800T	48' Boat/Car Hauler	1H9SGWL324W138115	AL 2TR13266
EQL	2007	Carry-On	6x12 Cargo Trailer	Cargo Trailer	4YMCL12197G066383	AL 2TR13264
EQL	2002	Haulmark	WT-L-BHP 6280	Kitchen Trailer	4XSG540362G041778	AL 2TR52559
EQL	2007	Econline	DP2425DA	Debris Dump Trailer	42EDPKV2971000240	AL 2TR13268
EQL	2007	Haulmark TL	GRG85X32W	Lg. Cargo Trailer	16HG532267G091896	AL 2TR13260
EQL	1997	Dutchman	Classic (5th Wheel)	32' Travel Trailer	47CT20P28V1078556	AL 2TL395A8
EQL	2009	Magic Tilt	TCA2452W	Boat Trailer	1M5BA242991E49649	AL 2UT02635
EQL	2009	Port City	24' Custom Trailer	Prison Trailer	4PCCU242191000016	AL 2TR13265
EQL	2005	Beach	18 Ft.	Dump Trailer	4XWDP18215N708220	AL 2TR52556
EQL	2005	Interstate	Pintle Hitch 25 ft.	Debris Dump Trailer	1JKDLA4045M005682	MS87735T
EQL	2004	Interstate	Pintle Hitch 25 ft.	Debris Dump Trailer	1JKDLA4024M005162	AL 2TR13263
EQL	2005	Econo	Pintle Hitch 25 ft.	Debris Dump Trailer	42EDPKT2X51000358	AL 2TR13270
EQL	2005	Interstate	Pintle Hitch 25 ft.	Debris Dump Trailer		MS44480T
EQL	2010	Sport Trail	With Asset 1422	Boat Trailer	1S9BB3832AW542905	



EQL		Top Hat	EH20X7 -14E-F	20' Utility/Car Trailer	4R7BU2022BT110787	
Cahaba		EZ Haul		3 Car Hauler	UTL	Ark. PT60483
EQL		Cargo @Wally-Mo		3 Car Hauler	1WHR4820SH157988	Ark. PT60482
EQL		Utility Trailer	18' Double Axle	Flatbed Utility Trailer		
EQL	2012	Talbert	T(4) DW-55SA-HRG-1(EC3/1)	Semi Trailer, Drop Deck	40FSK5232C1031642	Applied For
EQL	2012	Talbert	Axle Attachment	4th Drop Axle w/ Axle Extension	40FAK0518C1031878	Applied For
700 - Heavy Equipment				General Information		
Owner	Year	Make	Model	Description	Serial #	Tag #
CDR		Caterpillar	D6R11XW	Track-Type Tractor	AEP00185	
CDR	USED	Caterpillar	936F	Wheel Loader	8AJ00249	
CDR	USED	Caterpillar	950G	Wheel Loader	3JW01557	
CDR	USED	Caterpillar	966G	Wheel Loader	3SW00540	
CDR	USED	Caterpillar	938G	Wheel Loader	6WS01225	
CDR	2004	Caterpillar	315CL	Excavator	CAT0315CHCJC01004	
CDR		Caterpillar	318CL	Excavator	MDY00240	
CDR	2002	Caterpillar	TH63	Telehandler	5WMO7638	
CDR		John Deere	240SS	Skid Steer	KV02408440986	
CDR		Caterpillar	D6H	Track-Type Tractor	6FC0624	
CDR	2005	Caterpillar	525B	Wheel Skidder (Logging)	3KZ01615	
CDR	2003	Caterpillar	D6R11XW	Track-Type Tractor	AEP00183	
CDR	USED	Caterpillar	966G	Wheel Loader-4k a month	3SW00469	
CDR	1988	John Deere	JD5205	4WD Tractor	LV5205C721215	
CDR	2006	Vermeer	SC60TX	Stump Cutter w/trailer	528	
CDR		Caterpillar	287B	Skid Steer	ZSA02843	
CDR	USED	Caterpillar	330DL	Excavator	B6H00267	
CDR	USED	Caterpillar	330DL	Excavator	NBD00401	
CDR	2006	Caterpillar	345CL	Excavator	PJW01322	
CDR	USED	Caterpillar	D4 LGP	Track-Type Tractor	0FDC00482	
CDR	USED	Caterpillar	D4G LC	Track-Type Tractor	CAT00D4GCTLX00850	
CDR	USED	Caterpillar	315CL	Hydra Excavator	CAT0315CLOCJCO2999	
CDR	USED	Caterpillar	D4G LGP	Dozer	TLX01103	
CDR	USED	Kobelco	SK290	Excavator	LB04U0487	
CDR	USED	Case	CX240	Excavator	CAC241714 #GR0213	
CDR	USED	Kubota	KX161-3	Excavator	32198 #BK0185	
CDR	USED	Kubota	KX161-3	Excavator	31517 #BK0155	
CDR	USED	Caterpillar	315CL		0315CTCJC04263	
CDR	USED	Caterpillar	320C		0320CHEAG00222	
CDR	USED	Caterpillar	320CL		0320CPPAB07195	
CDR	USED	Caterpillar	D6M	Dozer	04JN02657	
CDR	USED	John Deere	450LGP	Dozer	T0450JX131943	



CDR	USED	John Deere	648G	Skidder	DW648GX605181	
1400 - Boats/Motors/Barges				General Information		
Owner	Year	Make	Model	Description	Serial #	Reg #
EQL	2009	24' Sea Ark	24' Suzuki 175	Alum. Work Boat	SOM32897L809	LA-9242-FW
EQL	1974	Skimmer	DIP 3001	Navy Oil Skimmer	1087-74-25R	N/A
EQL	2011	38' Southbay	Aluminum	Alum. Crew Pontoon Boat	FRU17885G011	
CMS 1113B, LLC		Quarters Barge	Barge 195'x55'	QuartersBarge	CMS-1113B	N/A
EQSL	2006	24' Sea Ark	24' Suzuki 150	Alum. Work Boat	SOM29357A606	LA-9243-FW
EQSL	2009	24' Sea Ark	24' Suzuki 175	Alum. Work Boat	SOM32617H809	LA-9244-FW
EQSL	2009	24' Sea Ark	24' Suzuki 175	Alum. Work Boat	SOM33008B909	LA-9245-FW
CDR	1976	20' Monarch	20' 350 Mericruiser	Alum. Work Boat		LA-3134-BN
CDR	1976	22' Monarch	22' 350 Mericruiser	Alum. Work Boat		LA-7368-AU
CDR	1970's	26' Monarch	26' Suzuki 200 four Stroke	Alum. Work Boat		
CDR	1993	FLZ 15'		Airboat	FLZP9813F393	
CDR	2000	PAP 18'		Airboat	PAP00028E200	
CDR	2001	KENNER	19' Kenner	2001 Fiberglass	KENC02P0K001	
CDR				37' Custom Aluminum Boat	M1Z24299G00	
CDR				35' Custom Aluminum Boat		
CDR		POSEIDON		10'X40' Barge	P118M	
CDR		POSEIDON		10'X40' Barge	P148M	
CDR		POSEIDON		10'X40' Barge	P172M	
1500- Welders						
Owner	Year	Make	Model	Description	Serial #	Tag #
DRC		Miller	Super s-32P	Voltage Sensor		
DRC	1998	Miller	255NT	Bobcat Welder	KH490245	
1700 - Portable Buildings & Containers				General Information		
Owner	Year	Make	Model	Description	Serial #	Tag #
EQL		Container	20'	Container	TPXU694049	
EQL		Container	20'	Container	From Kosovo	
EQL		Container	40'	Container		
EQL	2008	EZ Rigid Trailer	EZR-8624	Off. Traller	1E9BR241781434001	
EQL	2008	EZ Rigid Trailer	EZR-8624	Off. Trailer	1E9BR241781434002	
EQL		Detention Unit	8x20x8'6"	Portable Jail		
EQL	2006	Modular Units	5,888 Sq Ft.	Portable Off. Trailer	3007	
EQL	2006	Modular Units	3,120 sq ft.	Portable Off. Trailer	3008	
EQL	2010	Modular Office	20 Ft.	Portable Off. Trailer		



EQL	2010	Modular Housing	Camp	13 Housing Units & Offices	Each has a serial #	
EQL		11 Containers	8x40,1x20,2x10	Containers		
EQL	2010	8 Containers	Dominican Republic	Portable Toilets & Showers	Built in 2010	
EQL	2011	Portable Jail	40'	Portable Jail	40 ft. Portable Jails - 2 x 7 man	See #267-272
EQL	2011	Portable Jail	40'	Portable Jail	sleepers, one 6 man sleeper @	See #267-272
EQL	2011	Portable Jail	40'	Portable Jail	2 man holding area, one with	See #267-272
EQL	2011	Portable Jail	40'	Portable Jail	shower & toilet unit, and two	See #267-272
EQL	2011	Portable Jail	40'	Portable Jail	day rooms - all stainless	See #267-272
EQL	2011	Portable Jail	40'	Portable Jail	new in August, 2011	See #267-272
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	Gym	Camp	Gym	Each has a serial #	
DRC L	2011	Laundry	Camp	Laundry	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
DRC L	2011	MOD Gym	Camp	MOD Gym	Each has a serial #	
DRC L	2011	MOD Laundry	Camp	MOD Laundry	Each has a serial #	
DRC L	2011	Storage Bldg	Camp	Storage Bldg	Each has a serial #	

Revised 4-4-13

State of Florida

Department of State

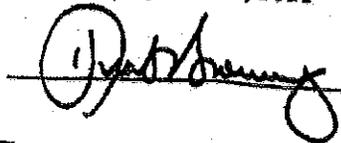
I certify from the records of this office that DRC EMERGENCY SERVICES, LLC is a limited liability company organized under the laws of Alabama, authorized to transact business in the State of Florida, qualified on July 18, 2005.

The document number of this limited liability company is M05000003946.

I further certify that said limited liability company has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on March 15, 2011, and its status is active.

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

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Seventeenth day of March, 2011



Secretary of State



Authentication ID: 000197848420-031711-M05000003946

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

<https://efile.sunbiz.org/certauthver.html>



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

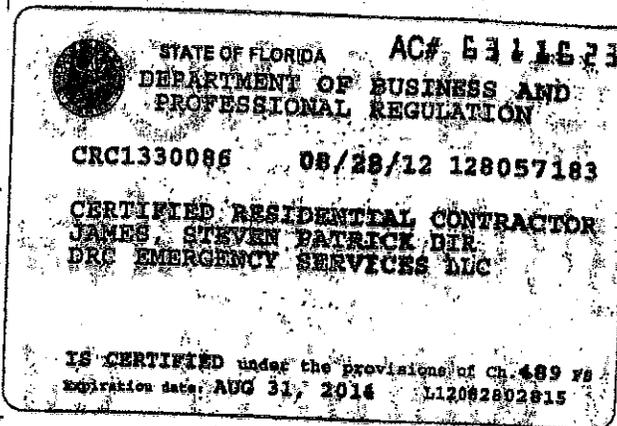
(850) 487-1395

JAMES, STEVEN PATRICK DIR
DRC EMERGENCY SERVICES LLC
740 MUSEUM DRIVE
MOBILE AL 36608

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



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C# 6311623

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082802815

DATE	BATCH NUMBER	LICENSE NBR
08/28/2012	128057183	CRC1330086

The RESIDENTIAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

JAMES, STEVEN PATRICK DIR
DRC EMERGENCY SERVICES LLC
740 MUSEUM DRIVE
MOBILE AL 36608

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/09/2013

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
5080 Spectrum Dr., Suite 900E
Addison, TX 75001

CONTACT NAME:
PHONE (A/C, No. Ext): (409) 232-2100 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURED
DRC Emergency Services, LLC
740 Museum Drive
Mobile, AL 36608-1940

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Starr Surplus Lines Insurance Company	13604
INSURER B :	Prætorian Insurance Company	37257
INSURER C :	Federal Insurance Company	20281
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 46GLAUJA **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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"/> PRO-JECT <input type="checkbox"/> LOC	X	SLSLEIL72029413	01/31/2013	01/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	PICHU0002236	01/20/2013	01/20/2014	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. \$500 deductible Coil. \$500 deductible
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	SLSLXNV73021813 Follow Form	01/31/2013	01/31/2014	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	004 4727472 includes USH&L	01/31/2013	01/31/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	CONTRACTORS POLLUTION INCLD. Liability During Transportation, fines, penalties, clean up, punitive damage. Occurrence form		SLSLEIL72029413	01/31/2013	01/31/2014	Each Occurrence \$ 1,000,000 Policy Aggregate \$ 1,000,000 Deductible Each Loss \$ 20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Disaster and Debris Management Services #633-11201

The Certificate Holder is included as Additional Insured (except on Workers Compensation) as required by written contract.

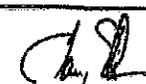
CERTIFICATE HOLDER

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Suite 819
Fort Lauderdale, FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





THE BANK OF NEW YORK MELLON

BNY Mezzanine Partners, L.P.

April 10, 2013

TO WHOM IT MAY CONCERN:

This letter is to verify that DRC Emergency Services is a client of ours and in good standing.

At the present time DRC Emergency Services has the capacity for funding up to twenty-five million (\$25,000,000) dollars.

DRC Emergency Services is responsive and prompt to our request and all obligations are handled promptly.

Sincerely,

Scott Gold

The Bank of New York Mellon Corporation

**LORETTA JOHNSTON
Notary Public, State of New York
No. 01JO5082006
Qualified in Bronx County
Commission Expires 7/14/2015**

200 Park Avenue, 55th Floor, New York, NY, USA 10166



L. Bart Peppers
Senior Underwriter
2055 Sugarloaf Circle
Duluth, GA 30019
Direct: 678-417-3783
Mobile: 678-787-3175
Bart.Peppers@LibertyMutual.com

April 9, 2013

City of Fort Lauderdale
100 N. Andrews Avenue
Ft. Lauderdale, FL 33301

DRC Emergency Services, LLC
740 Museum Drive
Mobile, AL 36608

Subject: Bonding Capacity

Project: Disaster & Debris Management Services, #633-11201

To Whom It May Concern:

DRC Emergency Services, LLC, currently has a bond program with Liberty Mutual Insurance Company, an "A" A.M. Best rated Carrier, for projects up to \$50,000,000.

We stand ready and able to issue bonds for this contractor at any time. Of course, final approval of any bid and performance and payment bonds will be at our discretion. We reserve the right to review each submission and base our final decision upon normal underwriting requirements and conditions which exist at the time of the bond request.

Sincerely,

Sincerely,

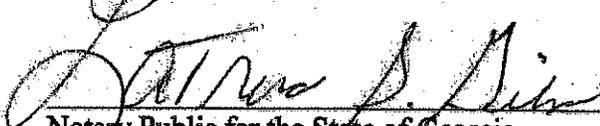
LIBERTY MUTUAL INSURANCE COMPANY

Member of Liberty Mutual Group

State of Georgia
County of Gwinnett

On this 9th day of April, 2013, before me personally came Bart Peppers who is personally known to me, did say that he is an authorized representative of the Liberty Mutual Insurance Company and acknowledged to me that he executed the within instrument on behalf of said company and was duly authorized so to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.


Notary Public for the State of Georgia

My Commission Expires:/Seal

Latrena S Gibson
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Comm. Expires
08/24/2016



DRC Emergency Services, LLC
740 Museum Drive • Mobile, AL 36608
1-888-721-4372 • 1-251-343-3581 • FAX 1-251-343-5554

OPERATIONAL PLAN

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1. OPERATING PLAN

A. DEBRIS MANAGEMENT SERVICES

Responsibilities of key positions from Management to Field Supervisory Level for this proposal include:

The **Chief Operating Officer (C.O.O.)** is positioned at DRC headquarters. The C.O.O. directs and supervises all operational aspects of DRC and team partners in response to a Task Order. The C.O.O. serves as the primary contact between DRC and the client for all contracts and other communication. Upon Task Order, the C.O.O. initiates all corporate plans in fulfillment of contract requirements and activates all relevant departments, team partner relationships, subcontract relationships, and reservists. The C.O.O. supervises and directs mobilization of national corporate resources in response to Task Order until all performance targets are met and serves as corporate "responsible party" until all obligations of the contract are fulfilled.

The **Operations Manager (O.M.)** is a member of DRC Senior Management assigned as principal liaison to the client for each operation. The Operations Manager will henceforth be on call and available to respond to the point of contact 24 hours a day, 7 days a week throughout the life of the Task Order. The DRC Operations Manager will have full electronic linkage to the client via cell phone, satellite phone, internet, and/or two-way radios. The O.M. will have responsibility for successful completion of a Task Order and is responsible to the client as well as the DRC C.O.O.

DRC's **Project/ Program Manager** are responsible for overall management of day to day operations for a specific project. His duties primarily exist in the oversight of field operations although he serves as administrator of his supervisors and office personnel. All field supervisors, crew supervisors, QC managers, safety managers and site managers report to the project manager throughout every day, 7 days per week. The project manager shall hold daily meetings with staff to discuss all debris mission issues at a central location that is also open to the City of Fort Lauderdale. Their duties also include the management of documentation and public relations for the specific project. The project Manager reports directly to the KO or the COR.

All **Field Supervisors** will be assigned sectors or zones within a specific debris area to manage. They will be responsible for supervising the daily activities of the collection crews working to remove debris. Those subcontractors/ crews within the sector or zone are to report directly to DRC's field supervisor with any and all issues. If these issues require upper management decisions, then the supervisor is to report to the project manager immediately. The field supervisor communicates with the project manager at a minimum twice per day to update the project manager of the activity in their particular zone or sector.

The field supervisor works "hand in hand" with the sector safety manager and quality control manager to ensure a safe and compliant operation in the field. He answers directly to the project manager but is instructed to take action if the safety or QC manager raises any safety concerns and has the authority to stop work. Daily and QC reporting is a primary and important function



of the field supervisor; they are to fill out and submit daily reports to the project manager for all activities within that zone on a daily basis.

Crew Supervisor will be responsible for individual or a group of crews working within a specific debris zone. The Supervisor will oversee the actual collection and loading of all debris along with the proper segregation and identification of various waste streams such as Vegetative, C&D, White goods and HHW. Supervisors are tasked with directing the individual crews within the zones and their specific zone assignments and ensuring safe traffic control with the aid of the QC manager and Safety Manager. The crew supervisor handles all zone maps and sub-zone maps with individual crews. Subcontractors will be assigned zones and crews will subsequently be assigned sub zones; crew supervisors shall distribute these crew maps and manage their production and boundaries within these zones.

Site Managers shall be assigned to each and every site located within any debris mission to include DMS, staging sites and final disposal sites. The Site Managers will oversee and direct all unloading, reduction, traffic control, inspection tower issues, site equipment and trucks. Site Managers report directly to the project manager, but also communicate with the crew and field supervisors.

B. PRE-PLANNING OPERATIONS

DRC Emergency Services (DRC ES) will mobilize the appropriate number of personnel and equipment crews as required immediately upon request. Advance deployments will be strategically staged in advance of a predicted weather event. DRC ES will commence mobilization of equipment, operators, and laborers immediately upon receipt of a Task Order Notice to Proceed that shall meet all requirements of the City of Fort Lauderdale.

- **Project Mobilization Team**

DRC's Project Mobilization Team of Project Managers and administrative staff will be on site within 12 hours of Task Order notification prior to or immediately following a disaster event. The DRC Mobilization Team will conduct an immediate disaster assessment in coordination with the City of Fort Lauderdale staff and will begin the staging and deployment of equipment, crews, and logistical support. DRC has determined the site location(s) in the disaster area for the temporary field office/s, communication unit, lay-down yard and support systems, including potential emergency base camp. Evaluation surveys will be conducted by ground teams as well as by aerial survey using team helicopters.

- **Rapid Deployment Crews**

The DRC full project administrative staff will be on site within 24 hours of Task Order. Within 24 hours of Task Order Notice to Proceed, DRC will commence debris removal operations with 5 or more Rapid Deployment Crews. Rapid Deployment Crews will consist of 5 dump trucks of 16-20 cubic yard capacity with operators, 1 front end loader with operator, 1 foreman, and 3 laborers/flagmen. As necessary to open key access roads, crews of saw men and loaders with grapples will augment the Rapid Deployment



Crews. The Project Mobilization team will then rapidly augment and escalate crew strength to meet the City of Fort Lauderdale production rate targets.

- **Operations Manager**

The Senior Management together with the Project Management Team will assign and provide a DRC Operations Manager to the City of Fort Lauderdale. The Operations Manager will henceforth be on call and available to respond to the Contracting Officer 24 hours a day, 7 days a week throughout the life of the Task Order. The DRC Operations Manager will have full electronic linkage to the City of Fort Lauderdale via cell phone, satellite phone, internet, and/or two-way radios.

- **Operational Plans**

Within 3 days of Task Order Notice to Proceed, DRC will furnish the contracting officer with a Management/Operations plan specific to the Task Order, and also with a Quality Control Plan and Site Specific Safety Plan. DRC will also furnish the client with a complete Subcontracting Plan listing all subcontractors.

- **Measurement**

Beginning during Mobilization, trucks and trailers used for the purpose of transporting debris will be measured by the City of Fort Lauderdale or representatives of the Parish. DRC will provide appropriate measurement forms as specified by the City of Fort Lauderdale.

- **ADMS Implementation**

The Project Mobilization Team will begin implementation of the Automated Debris Management System (ADMS) within 72 hours. Full implementation will be complete in no more than seven days. DRC will provide multipart paper-based debris tracking materials (load tickets).

- **TDSRS Establishment**

Within 24 hours of Task Order Notice to Proceed, personnel and equipment will be deployed to establish DMS (Debris Management Sites) at locations that have been identified in conjunction with local governmental entities. This activity will include, but will not be limited to the building of roads, erecting of fences, construction of containment areas, and placement of inspection towers.

- DMS teams will also secure all necessary clearances, permits, and licenses to operate the site(s) and will submit Site Plans to the City of Fort Lauderdale complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and/or a Fire Prevention Plan. Within 48-72 hours, DMS location(s) will be fully operational complete with ingress and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile.



- **Emergency Command Center Facilities**
DRC's Project Mobilization Team will arrive with and immediately deploy our state-of-the-art Mobile Command Center. The Mobile Command Center is fully equipped with satellite phone, cellular phone, desk consoles with computer networking capability, fax machine, copier, printer, public reception area, conference room and administrative supplies. The Mobile Command Center will be operational immediately upon arrival on the scene. In addition, the Mobile Command Center is self-sufficient and capable of running for days with its own electrical generator, toilet facilities and 400-gallon fuel tank.
- **Equipment Transportation**
DRC and/or subcontractor and affiliate over-the-road equipment transports and operators will conduct equipment transportation.
- **Personnel Transportation**
The DRC Project Mobilization Team may be air lifted to the designated location by company and/or subcontractor and affiliate aircraft. Management vehicles will provide transportation for other company personnel.
- **Safety Briefings and Inspections**
The company Safety Officer will conduct a safety briefing and personal protective equipment check prior to the departure of any personnel to ensure compliance with the Accident Prevention Plan as part of the Safety Plan.
- At the Staging Area, Safety Officers will inspect all equipment before allowing it to be mobilized. A Safety Report on equipment, personnel, and PPE will be provided to the City of Fort Lauderdale.
- **Temporary Housing and Subsistence Support**
Company headquarters personnel will secure temporary housing by the following priority of choice:
 - Rental Property
 - Efficiency lodging rooms
 - Non-efficiency lodging rooms
 - Company or rental motor homes and/or travel trailers.Company headquarters personnel will secure temporary sanitary facilities in the event such facilities are inoperable in the affected area.

Company headquarters personnel will assure a reliable and safe supply of food and potable water for consumption by all personnel assigned to the field.

Company headquarters personnel establish and maintain an "Emergency Contact List", to include key medical information for all field personnel to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.



- **Emergency Base Camp**

If the consequences of a disaster render the affected area incapable of accommodating basic needs such as housing, food, water, fuel, and sanitary facilities, DRC's team is fully prepared and capable to establish Emergency Base Camps to house and support as many as 1000 disaster response personnel. DRC has extensive experience supporting governmental agencies in emergency response having participated in over 70 emergency response events. DRC Emergency Services' resources will be augmented by experienced management and logistics teams from logistics teaming partners.. Together, our companies have extensive experience in support of governmental operations, life support contracts, and post disaster environments. DRC or its teaming partners will deploy a Camp Program Manager on-site to provide oversight, execution, and quality control and will assign a command center response manager to each camp to coordinate sufficient staffing, resources, equipment, and supplies to each site from a central location. Within 72-96 hours, DRC will establish a fully operational base camp for up to 1000 persons within a disaster area. Camp will operate 24/7; operate for 30 or more days; and will occupy approximately 2-10 acres.

- **Fuel Supply**

DRC headquarters personnel have established a list of emergency fuel suppliers in the region for use by field maintenance/fuel personnel. Field maintenance/fuel personnel shall prepare their assigned maintenance/fuel vehicles for deployment in accordance with the appropriate inventory and safety checklists.

- In addition, DRC's teaming associates maintain standing fuel supplies of 50,000 gallons of diesel fuel and 5,000 gallons of gasoline, as well as 3 fuel tanker trucks, centrally and safely located inland in the Southeast United States for immediate mobilization to areas affected by fuel shortage.

- **Personnel Training**

All personnel records (management, supervisors, foremen and laborers) shall be reviewed prior to deployment of personnel, to ensure all personnel have documentation of current training for each position that they could be assigned

C. OPERATING PLAN

Mobilization-Emergency Debris Road Clearance

This operation is accomplished when time is of the essence, normally within the first 70 (plus or minus) hours after an event. Although this is a time critical operation, safety of personnel and the general public is paramount to a successful operation. Extreme caution must be exercised during this phase of the debris management operation to avoid downed live electrical wires and other such dangerous circumstances. Once this task is accomplished, or coinciding with the progress of this task, debris removal from public easements, property and rights-of-way begins.

As tasked by The City of Fort Lauderdale, DRC will provide Emergency Road Clearance which involves the emergency clearing, cutting, tossing and/or pushing of debris from the primary



transportation routes to the medians or sides of the public rights-of-way (ROW). Under direction of The City of Fort Lauderdale, DRC crews will work independently or in conjunction with The City of Fort Lauderdale crews to temporarily clear debris from pre-designated critical arteries to facilitate the movement of emergency vehicles and other critical traffic in the immediate aftermath of a disaster. Only a single lane is usually cleared at first with the additional lanes being cleared according to the needs and requirements of the affected community. In addition, entrances and routes to hospitals and emergency service facilities, such as fire and police departments, are given priority during this emergency debris and fallen tree clearance period.

The equipment utilized in this operation can include, but is not limited to: large rubber tired loaders with grapples or rakes; small bobcat type loaders to access narrow areas; and other specialized clearing equipment as may be required by local conditions. Additionally, service trucks for maintenance and/or fuel and vehicles for personnel transportation and supervision are required. Personnel, such as heavy equipment operators, truck drivers, and operators with chainsaws, general laborers with tools, flagmen, mechanics, supervisors, and project managers are usually required.

Operations

- Clear debris from roads in the order of and number of lanes as tasked by The City of Fort Lauderdale,.
- Clear debris from parking lots, areas of ingress and egress and any other area of hospitals, shelters, emergency operations center, etc. as tasked by The City of Fort Lauderdale.
- Operators and hand crews will be instructed to perform in a workman like manner to prevent damage to salvageable and/or undamaged property and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.
- Attempt to make roadways and intersections as safe as possible from sight and traffic obstructions to ensure compliance with the Accident Prevention Plan and Site Specific Safety Plan.
- All supervisors will maintain personnel and equipment hours on a per day basis.

All debris will be picked up and loaded into haul trucks in a safe and workman-like manner to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Safety will not be compromised. All crew foreman and field supervisors will be responsible to ensure a rapid and cost effective as possible operation. Hand crews, to ensure maximum loading and safe transport of material, will size all vegetative debris. All construction and demolition materials will be sized using heavy equipment to ensure maximum loading and safe transport of materials within EPA and DOT standards. Obvious hazardous materials will be dealt with in accordance with the Government task order and the Corporate Environmental Protection Plan and in compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at each approach point of the work area to maintain traffic control and to prevent personal injury. Additional traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.



Debris Removal from Public Rights of Way

Within 24 hours of Task Order Notice to Proceed, DRC will commence debris removal operations with multiple Debris Removal Crews. Debris Removal Crews will typically consist of 3 to 5 hauling vehicles of thirty to one-hundred cubic yard capacity with operators, 1 front end loader with operator, 1 foreman, and 3 laborers/flagmen. In instances where conditions allow, self-loading equipment of similar capacity will be utilized in order to maximize efficiency. As necessary or directed by The City of Fort Lauderdale, crews will be augmented by equipment and personnel in order to gain hauling efficiency.

Loading and Hauling Operations

All field supervisors shall ensure that all debris disposal-hauling operators are licensed and/or certified to operate required equipment. All debris disposal operators will be given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by the Government. All debris disposal haul operators shall visibly display colored placards provided by DRC and, if applicable, the Government. Any signs provided by the government will be displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the government task order. Colored paper signs/passes will be displayed in the driver's side windshield of each vehicle. The color of the sign/pass is subject to change, without notice, to ensure quality control measures and regarding authority to exit work sites and enter disposal site(s). All debris disposal haul operators shall maintain the numbered debris hauling/transportation documentation/ verification form DRC-DM-12. Each form contains directions, which should be followed. All supervisors will be responsible to ensure that all employees utilizing and/or inputting information on the form are procedurally trained. It will be each supervisor's responsibility to maintain a supply of the required number of forms. Forms will be distributed by supervisors/foremen to debris disposal haul operators during loading operations and after completing Section 1 of form DRC-DM-12. All debris disposal operators will maintain daily ticket/haul records to be turned into field supervisors, with copies of load tickets at close of business each day.

MAJOR DEBRIS TYPES AND SPECIALIZED REQUIREMENTS

- **Vegetative Debris**

Vegetative debris operations equipment may include, but is not limited to: rubber tired loaders with buckets, rakes, grapples, or 4 in 1 buckets; rubber tired excavators with grapples or thumbs; tele-handlers; track type loaders with rakes, grapples or 4 in 1 buckets (to be utilized only under certain permitted conditions); trailer or truck mounted knuckle booms with grapples or clam shells; self-loading trucks (knuckle boom with grapples or clam shells); farm type tractors with box blades, flat blades or brooms; bobcat type loaders; bucket trucks with 50' booms for hazardous tree and limb trimming; 30 ton or larger cranes to remove heavy stumps and or trunks; haul trucks ranging in size from 16 to 120 cubic yard capacity; roll-off dumpsters; flat-bed tractor trailers to transport equipment or stumps and oversized tree trunks, fuel and service trucks.



Vegetative debris operations personnel requirements may include, but are not limited to, equipment operators; superintendents with trucks; foremen with trucks; operators with chainsaws; traffic control personnel; general laborers with tools; safety personnel; mechanics; hazardous materials technicians; documentation personnel; quality assurance personnel and project managers.

- **Construction and Demolition (C & D) Debris**

C&D debris operations may utilize the same equipment as listed above for vegetative debris. Curbside separation by the contractor and public can be very important to ensure proper segregation of vegetative from C & D debris and to attempt to segregate any hazardous and/or household hazardous waste. A debris pick-up and haul operation that is primarily focused on C&D debris may also require equipment such as: D-6 or larger dozers; track-type excavators with impact hammers, electromagnets and/or concrete shears and/or grapples, and other specialized equipment to segregate or prepare the debris for transport. The personnel requirements for C&D debris operations are similar if not identical to those of vegetative debris operations. DRC and its subcontractors own or have access to the equipment required for these services, including front-end loaders, excavators, rubber-tired backhoes, most with grapples or 4 in 1 buckets, knuckle boom loaders, dump trucks, dump trailers and service trucks.

- **Metallic Debris and White Goods**

White goods can present a difficult dilemma to the recovery efforts. If the white goods contain Freon, this Freon must be removed before it is accidentally released into the air in violation of the U.S. Environmental Protection Agency regulations. Typically, white goods are moved to debris management sites prior to Freon removal so the removal activities can be more effectively monitored and thoroughly controlled. Freon is then removed by a licensed Freon recycler and the white goods are crushed or shredded in the recycling program.

White goods recovery (pick-up and haul), with the exception of white goods requiring Freon recovery, is treated and accomplished as though it were either C&D debris or recyclable debris, dependent upon the final disposal source. Each Freon containing piece of white goods should be hand or mechanically loaded in such a way as to not allow crushing of the Freon lines or premature release of the Freon. Equipment and personnel would also be treated as a C&D debris or recyclable debris operation, dependent upon the final disposal source. DRC has extensive experience with white goods and Freon recovery. DRC recovered, shred and removed an estimated 80,000 pieces of white goods in one major storm alone.

Removal of Freon, chemicals, food, and/or fluids from white goods will be accomplished only by properly licensed and credentialed personnel.

- **Hazardous and Toxic Waste**

Hazardous and toxic waste (HTW) is a special operational aspect that must be accomplished with very precise, pre-established standards and regulations. Safety to the workers, government employees and the citizens of the area is paramount. With this in



mind, DRC works with its specialized subcontractors to establish and implement proper handling procedures for HTW, including household hazardous waste, which, after a disaster, may become concentrated and no longer considered diminimous. These procedures include the segregation and removal of HTW from the debris stream at the curbside, prior to the recovery of other debris and sorting and additional recovery of HTW within each DMS. Recovered HTW is removed to a proper disposal site or temporarily stored in the HTW disposal areas constructed within each DMS as required. HTW must be collected, handled and disposed of by specially trained HAZMAT technicians. In addition, DRC may utilize national or regional firms who are fully licensed and accredited to manage, handle and dispose of HTW. These firms may be utilized by DRC and/or DRC Environmental, Inc. for professional and immediate HTW recovery support on an emergency basis.

- **Asbestos Containing Materials**

Known or suspect asbestos containing material will be segregated from other debris and handled only by licensed and certified asbestos contractor/supervisors, of which DRC has 5 on staff. ACMs will be encapsulated for hauling, typically in a "burrito" style containment or wrap, and brought directly to an asbestos accepting disposal facility.

In sum, all special wastes will be handled according to the removal and disposal specifications of The City of Fort Lauderdale, and will conform to all local, state, and federal environmental, legal, and transportation regulations and will be performed only by licensed, certified, and otherwise properly credentialed personnel and/or subcontractors.

DEBRIS SITE MANAGEMENT

DRC shall provide all specified equipment, operators, and laborers for DMS management, debris reduction operations, and provision of an Automated Debris Management System.

Within 24 hours of Task Order Notice to Proceed, personnel and equipment will be deployed to establish a Debris Management Site (DMS) at locations previously identified in conjunction with The City of Fort Lauderdale, and contained within the body of this document. The operation may include, but is not limited to the building of roads, erecting of fences, construction of containment areas, and placement of inspection towers. At minimum, the DMS equipment and crew may consist of: Air Curtain Incinerator, 1 Trackhoe, 2 Dozers, 2 towers, 5 16-20 cubic yard dump trucks, 1 rubber tired loader, 1 water truck, 1 motor grader, Tub Grinder, 1 Site Manager, 1, night Manager, 8 equipment operators, 2 supervisors, 5 laborers, light Plants, and possibly a HTW containment systems.

DMS teams will have also secured all necessary clearances, permits, and licenses to operate any sites if not permitted prior to the disaster and will submit Site Plans to The City of Fort Lauderdale complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and/or a Fire Prevention Plan. Within 48-72 hours, TDSRSs will be fully operational complete with ingress



and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile.

The inspection of every load, in and out, is critical to the documentation of the overall process. The DMS inspection towers provide a location for load verification and documentation programs of all incoming and outgoing debris. Once documented, all debris is processed in accordance with applicable local, state and federal rules, standards, and regulations.

Maintenance/Fuel Vehicles And Personnel - Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance.

Hand Crews (Each) – 2-3 laborers with sufficient hand tools will accompany each piece of heavy equipment.

Staging

The following information will be utilized to create a location specific site management plan and site safety plan.

- **Site Access** - Separate points of ingress and egress should be established if possible. Temporary acceleration and deceleration lanes should be established adjacent to the primary road leading to and from site access points, approved by The City of Fort Lauderdale. All temporary roads leading to and through the debris-staging site should be constructed and maintained for all weather use.
- **Inspection Towers** - Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. No less than two inspections towers should be utilized at each debris-staging site. One tower at point of ingress for use by company inspector and Government inspector, one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site, one tower may be utilized if ingress and egress point is the same. The egress tower shall be manned by at least a representative of DRC.
- **Traffic Controls** - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular and pedestrian traffic control. Additional traffic control personnel will be stationed throughout the site, as needed, to enforce proper dumping and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.
- **Clearing And Grading** - Clearing and grading of debris staging sites will be accomplished, to the level required, in accordance with the site management plan and task order from the Government.



- **Environmental Protection** - The Company's "Environmental Protection Plan", which incorporates such issues as erosion control, hazardous and toxic wastes, dust and smoke control (Clean Water Act, Storm Water Act, Resource Conservation and Recovery Act, Superfund Amendments and Reauthorization Act and others), is incorporated in full by attachment at the end of this plan. Environmentally sensitive areas (i.e. – wetlands, habitat, historical sites, etc.) within, or in proximity to, a debris management site, has been avoided

Debris Storage Areas

Debris will be segregated into 5 main areas of concern as follows unless otherwise instructed by the Government:

- **Vegetative debris** - Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris.
- **Construction and Demolition (C&D) Debris** - C&D debris will be dampened prior to dumping and periodically as needed, to comply with Local, State and Federal EPA standards.
- **Recyclable/salvage** - Recyclable/salvageable materials will be stock piled in accordance with Government task order.
- **White goods** - White goods will be stock piled in accordance with Government task order.
- **Hazardous and/or toxic wastes (HTW)** - HTW will be segregated and stored in a Government approved containment area. All site personnel will receive a safety briefing regarding operations involving HTW to prevent personal injury and ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. HTW containment site perimeter will be posted and secured for personnel safety.

Reduction Methods

- **Air Curtain Burning**

Air curtain burning of debris is the preferred method of the Company. Air curtain burning will be accomplished on vegetative debris and clean woody debris only, unless otherwise directed by government task order. Under no circumstance will air curtain burning be conducted on C&D debris that is known, to contain environmental/health hazardous materials. All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the government task order. All personnel involved in air curtain burning operations will receive safety training pertaining to this to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Air curtain burning will be conducted below ground level in a below ground pit, and above ground when geographically necessary. If above ground burning is required it will be conducted in an approved container suitable for the operation. No air curtain burning will be conducted within 1000 feet of a structure or within 100 feet of the debris pile. An area of not less



than 100 feet surrounding each burn site will be cleared of all combustible materials and marked to delineate the area as restricted. All burning will be accomplished as set out in the US Army Corps of Engineers "DISASTER GUIDEBOOK."

- **Ash Disposal Area**

At the end of each burning cycle, the ash residue from the burning operations shall be removed from the burning area and placed in a pre-identified Ash Disposal Area. The burning operations personnel will utilize this area to temporarily store the ash material prior to final disposal. The ash residue will be tested in accordance with the soil testing procedures located in the EPP to determine if there is a need to install a ground-water protection barrier in the Ash Disposal Area. Should a liner be required, an impervious layer of clay and/or limestone should be utilized to protect the aquifer (ground water) from potential contamination. Control of dust produced as a result of handling and/or the storage of ash residue will be accomplished in accordance with the appropriate requirements of the EPP. Once the ash residue has reached a quantity requiring disposal, samples of the ash will be taken and examined in accordance with the EPP, to establish the requirements for disposal (Class I Subtitle D Landfill vs. Class III Landfill vs. agricultural recycling techniques).

- **Grinding and/or Chipping Operations**

Grinding and/or chipping operations will be accomplished on all vegetative debris, not reduced by burning operations. Grinding and/or chipping operation is the preferred method of reduction for vegetative debris to accomplish environmental resource conservation through recycle/salvage of wood chips. Although this operation is preferred for environmental purposes, it is, however, the most time consuming and costly reduction operation due to material handling, hauling and disposal costs after grinding and/or chipping operations have been accomplished. Grinding and/or chipping operations of C&D materials are prohibited by and within numerous jurisdictions. Grinding and/or chipping operations will be accomplished on the type of debris (vegetative and/or C&D) as directed by government task order. Grinding and/or chipping of vegetative debris will be accomplished on the piles of vegetative debris as set out below.

Vegetative debris will be placed into two separate piles. The first pile (pile one) will be the dumping point until a sufficient quantity has been accumulated to commence a continuous reduction operation. Pile two will be started and accumulated until the reduction of the pile one has been completed at which time dumping of vegetative debris on pile two will cease and pile one will be replenished. This rotation will continue until the task is completed.

DEBRIS STAGING SITE RESTORATION

Restoration is conducted during the closing of each DMS. The scope of remediation is determined during operation and closure, by terms of the land lease (if any), or government directive or task order. Remediation consists of final removal of all debris (including residual debris), removal and remediation of HTW, abatement of any safety and/or environmental concerns (to include environmental testing and/or monitoring, if required), the removal of temporary structures (including any inspection towers), grading and leveling, removal of roads



and fencing, if appropriate, and potentially grassing or seeding of the site, if required, to documented pre-use condition.

Documentation - A narrative description shall be prepared for each site. Sketches and/or drawings (basic) shall be produced to illustrate the current condition of the site and its contents, as well as content location. Still photographs or video will be taken of each site, both ground level and aerial, to additionally illustrate the pre-use condition of the site and its contents. Environmental Sampling to include:

- Random soil samples, surface and sub-surface, may be taken and sealed in containers for comparison with post-use samples taken at the time of site closure when possible contamination is evident.
- Prior to sealing these samples, a small portion of each sample will be field tested to determine the presence of contaminants prior to use of the site.
- On-site and off-site samples will be taken of any water source.
- Water source samples will be stored and tested using the criteria stated above.
- Samples of both water and soil will be taken in accordance with the above standards after operations have ended (post use samples).
- Post use samples and pre-use samples will be tested in the Corporate Laboratory and/or another Certified Laboratory to determine the presence of contaminants.

Should contaminants be identified in the pre-use field test, a determination of whether or not a particular site or area of a site should be utilized will need to be made by DRC Senior Management and the client representative. Should contaminants be identified in post use test results that were not present in pre-use test results, remediation of the site or area of the site will be accomplished in accordance with Federal, State and local regulations as well as current industry standards.

Operational Environmental Protection - All work performed at and/or in relation to a debris-staging site will be performed in a skilled and workman-like manner. All debris staging site operations shall be conducted in accordance with the Company's Environmental Protection Plan and to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

Closure Procedures - Pre-use inspection and documentation information shall be utilized as a guide to restore each site to pre-use condition.

Removal Of Debris - Debris residue, not taken to the appropriate disposal site during debris disposal operations, shall be collected, recorded and hauled to the appropriate disposal site. DRC or a licensed hazardous waste remediation company shall be retained to accomplish the removal of all hazardous and/or toxic waste from each site if not already accomplished under separate agreement by the Government.

Removal Of Temporary Structures - All temporary structures such as fencing, inspection towers, temporary offices, sanitary facilities, etc., shall be removed from each site.



Landscape Operations - Each site shall be graded, as required to return the topography to pre-use elevations, unless otherwise directed by Government task order. Each site will be restored to pre-use condition by seeding, fertilizing and laying of straw as well as replacement of agreed-upon shrubs and/or trees.

Closure Documentation - The procedures described in Section F3 of this plan shall be followed for closure documentation.

Final Inspection, Released and Acceptance of Government and/or Landowner - DRC' Senior Management, the Supervisor responsible for a particular site, the Governments Representative and if applicable, the landowner shall constitute an inspection team. The Company Supervisor responsible for the applicable site shall have, for examination by all Inspection Team members, the documentation package to include pre-use and closure inspection documentation as well as all chronological documentation created during the operational period. After all inspection team members accept the post-closure condition of each site, a release and hold-harmless for the Company shall be signed by the Government and/or landowner, releasing DRC of any further responsibility and liability.

RECYCLING

Vegetative Debris: Vegetative debris such as trees, stumps, brush, and leaf and yard waste make up the largest portion of the debris produced during tornadoes, hurricanes, and other natural disasters. Vegetative debris can be collected, stockpiled, and processed to the specifications of a mulch or boiler fuel product. Although some local governments have purchased wood processing equipment, others find it more cost effective to contract out the services.

Aggregates: Large amounts of aggregate debris such as asphalt pavement and concrete may result from the destruction of roadways during disasters. These materials can be collected, stockpiled, and processed to the specifications for road base aggregate or solid fill material.

Construction and Demolition Debris: Another large component of disaster debris is the construction and demolition (C&D) material that results from the destruction of homes, commercial and non-commercial buildings, and other structures. The materials produced from these sources may include wood, aggregates, metals, gypsum, plastics, and other miscellaneous components. These materials can be managed by using existing recycling facilities, and supplemented by establishing temporary C&D processing sites in areas where adequate recycling infrastructure does not exist.

White Goods and E-waste: Televisions, computer monitors, DVD players, radios and cell phones. Electronics contain a hodgepodge of metals and materials that can be dangerous, given the large numbers that are likely to be thrown out in a hurricane's aftermath. Older electronics can contain lead, chromium, cadmium, mercury, nickel and zinc, all toxic to humans. However a number of materials like metals and plastics in electronics can be recycled, reducing pollution while saving energy and resources. Freon and metals recovered from white goods are thoroughly recyclable and marketable. Revenue generated from the recycle of such wastes is typically returned to government entity following cost.



Other innovative recycling strategies DRC will explore depending on the setting and scope of an event:

Development of crib-walls using large woody debris: Tree limbs that are currently being ground-up or are intended for incineration may instead be fashioned into crib-walls for wetlands protection and restoration. Crib-walls may also be fashioned without lumber by interlocking and binding limbs into non-wildlife trapping structures that resist erosion, precipitate sedimentation, and otherwise promote the restoration of the regions protective coastal fringe.

Composting to produce valuable fines and to decontaminated materials: Wood chips, contaminated sediments, and other organic debris may be blended into windrows for thermal composting, such as is used to recycle green waste in many cities, and to decontaminate hydrocarbon-affected soils in remedial actions. Windrow turners, such as pictured at right, mix and oxygenate the organic materials. Other, more-compact composting methods are also available using containerized systems. The end result is humus, which may be used for wetlands restoration, soil building, and mulch.

Segregation of bricks and aggregate for low-grade structural uses: Solid materials such as brick, fractured brick, cinder block, and aggregate may be segregated from the waste stream and used for structural applications such as erosion control, diversion features, landscape elements, and light-duty pavements:

Recycling of glass and ceramics into durable fines: Bottles, windows, and wall elements may be ground into sand-like fines for structural applications as described above, and also for wetlands restoration and beach renewal.

Recovery of copper and other metals: Copper wire and other metals may be separated and profitably recycled into new wires, signs, and light-duty structures, as was done by Florida Power and Light after Hurricane Andrew.

Production of biofuels for distributed use: The organic fraction of the debris stream may be pulverized and fashioned into high-BTU pellets, or anaerobically digested into natural gas. The production and sale of refuse-derived energy is economically rewarded because renewable energy credits may be sold along with the energy produced. While this may involve an out-of-state company with significant experience in this area, the Subcommittee is mindful that a local project developer should remain involved.

Customer Satisfaction

In addition to providing for the recovery of the physical environment, DRC is also committed to assisting The City of Fort Lauderdale, the overall recovery of its citizens and their economy. As such, DRC can provide an array of basic community services to The City of Fort Lauderdale that will enable both the City and the citizens the means to establish a degree of stability and normalcy. If requested DRC can and will provide:



- Fact sheets and audio/visual presentations. Research and production of these items can take place from any of DRC's locations, including New Orleans, Louisiana, Mobile, Alabama, and the West Palm Beach office. These aids can be produced, emailed, or mailed to the Regional Manager. The Mobile Command Center also possesses technology that will allow for the creation and production of these types of community relations documents, as well.
- Mobile catering unit capable of feeding thousands per day including first responders, City personnel, security personnel, and credentialed residents. DRC is able to dispatch its mobile kitchen to The City of Fort Lauderdale immediately upon NTP of an award.
- Mobile medical unit, staffed in cooperation with the Red Cross or other qualified medical agency for the inevitable injuries that occur in the recovery phase
- Portable restroom units for first responders, City personnel, security personnel, and credentialed residents
- Portable shower, hand wash, and abluion units for first responders, City personnel, security personnel, and credentialed residents
- Mobile offices and/or community centers with computer and internet facilities via satellite to assist residents and officials in their efforts to locate missing persons and family and gather information pertinent to the recovery.
- Employment and subcontracting center for local residents and workers, such as maritime industry workers, who wish to take part in recovery efforts.

Prompt Complaint Resolution

Within 24 hours of a damage report, an investigative team is dispatched to determine the veracity and severity of the damage report. If validated, damages are repaired as quickly as physically possible, preferably commencing repairs on the day that the report is validated. If a subcontractor is involved, that subcontractor is asked to produce a plan to prevent further occurrences.

Employee Performance and Training

All personnel records (management, supervisors, foremen and laborers) shall be reviewed prior to deployment of personnel, to ensure all personnel have documentation of current training for each position that they could be assigned (in accordance with OSHA, EPA, and other applicable regulations and standards).

Accounting and Required Documentation

DRC ES shall submit daily progress and quality control reports to the governing entity for all activities. Each report would contain, at a minimum, the following information:

- Letterhead with DRC name and contact information



- Report Date
- Location of completed work
- Location of work for next day
- Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- List of roads that were cleared (Emergency Clearance)
- Number of Crews (including number of trucks and loading equipment)
- Daily and cumulative totals of debris removed, by category
- Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- Number of hazardous trees and hanging limbs removed.
- Problems encountered or anticipated

Typically, Daily Reports are co-signed by the governing entity's inspector to verify work performed. In addition, the governing entity receives an original copy of all load tickets and receives and verifies for co-signature, a Daily Reconciliation Sheet listing each load ticket, the truck number, crew number, street, truck volume, percent full, credited volume of debris removed and the total volume removed for the day. This Daily Reconciliation Sheet is typically verified by the governing entity and can become the invoicing document for the Contract.

D. MOBILIZATION TIMEFRAMES

DRC Emergency Services (DRC ES) proposes the following time frames in which services can be provided without unwarranted delay or interference. DRC ES will mobilize the appropriate number of personnel and equipment crews as required immediately upon request. Advance deployments will be strategically staged in advance of a predicted weather event. DRC ES will commence mobilization of equipment, operators, and laborers immediately upon receipt of a Task Order Notice to Proceed that shall meet all requirements of Fort Lauderdale, Florida. Upon receipt of the Task Order from the Contracting Officer DRC will deploy its Fort Lauderdale Team:

- | | |
|---|---|
| <p>1. Operations Manager – Buddy Fuzzell
Contact Cell: (205) 531-4407, Email:
bfuzzell@drcusa.com</p> | <p>3. Contracts Manager – Erika Hunt
Contact: (251) 423-0135, Email:
ecoleman@drcusa.com</p> |
| <p>2. Project Manager/ Program Manager – Lee Wilson
Contact Cell: (251) 402-2667, Email:
lwilson@drcusa.com</p> | <p>4. Regional Manager-Bryan Fike
Contact Cell: (251) 421-5176
Email: bfike@drcusa.com</p> |

BEFORE STORM OR WITHIN 24 HOURS: The team is deployed throughout Fort Lauderdale to perform debris estimations, organizing sectors for efficient debris management zones, locating temporary debris storage and reduction sites, determining the resources needed to perform this task order, providing safety and health evaluations for the event.



WITHIN 24 HOURS: DRC initiates Emergency Road Clearance (Push) operations with 15-20 crews. DRC will ramp up to 35 crews or as many as necessary to clear the roadways of the city within the 70 hour timeframe allotted by FEMA for hourly payment for road clearance services.

WITHIN 48 HOURS: 50% Mobilization - When the initial assessment phase is complete DRC submits the required information such as site specific safety plan, insurance, bonds, quality control plan, subcontracting plan with specific subcontractors and goals, location of staging area, location of temporary staging and reduction areas (Debris Management Sites), final disposal sites and all applicable licenses, permits, organizational structure etc.

WITHIN 72 HOURS: Emergency Road Clearance is complete, DMS construction is underway, and DRC's projected management staff, including subcontractors and consultants, would be in place. The DRC command center will also be onsite near the center of the disaster in the most affected area. This 18-wheeled command center is complete with generator, phones, copy machines, satellites, cubicles, kitchen, and conference room.

WITHIN 96 HOURS: 100% FULL MOBILIZATION – At full mobilization, the average daily production rate for load and haul would be approximately 10-20,000 cubic yards. This based on the hauling activity lasting approximately 60 days leaving the remaining 30 days for reduction; site closure and project close out. DRC has slightly over estimated the daily production to account for possible severe weather issues and other potential delays as well has to account for crews devoted to “hot spots” and to the removal of stumps, hanging limbs, and leaning trees.

PERSONNEL RELATIVE TO SIZE OF DISASTER

For a small event, defined as a disaster where debris quantities range anywhere from 50,000 cubic yards to 250,000 cubic yards, DRC would commit approximately 25 employees to perform contractual services on behalf of Fort Lauderdale.

For a significant event, defined as a disaster where debris quantities range anywhere from 250,001 cubic yards to 500,000 cubic yards, DRC would commit approximately 40 employees to perform contractual services on behalf of Fort Lauderdale.

For a catastrophic event, defined as a disaster where debris quantities range anywhere from 500,001 cubic yards and over, DRC would commit approximately 80 employees to perform contractual services on behalf of Fort Lauderdale.



RESPONSE TIMES AND RESOURCES: PAST DEBRIS REMOVAL PROJECTS

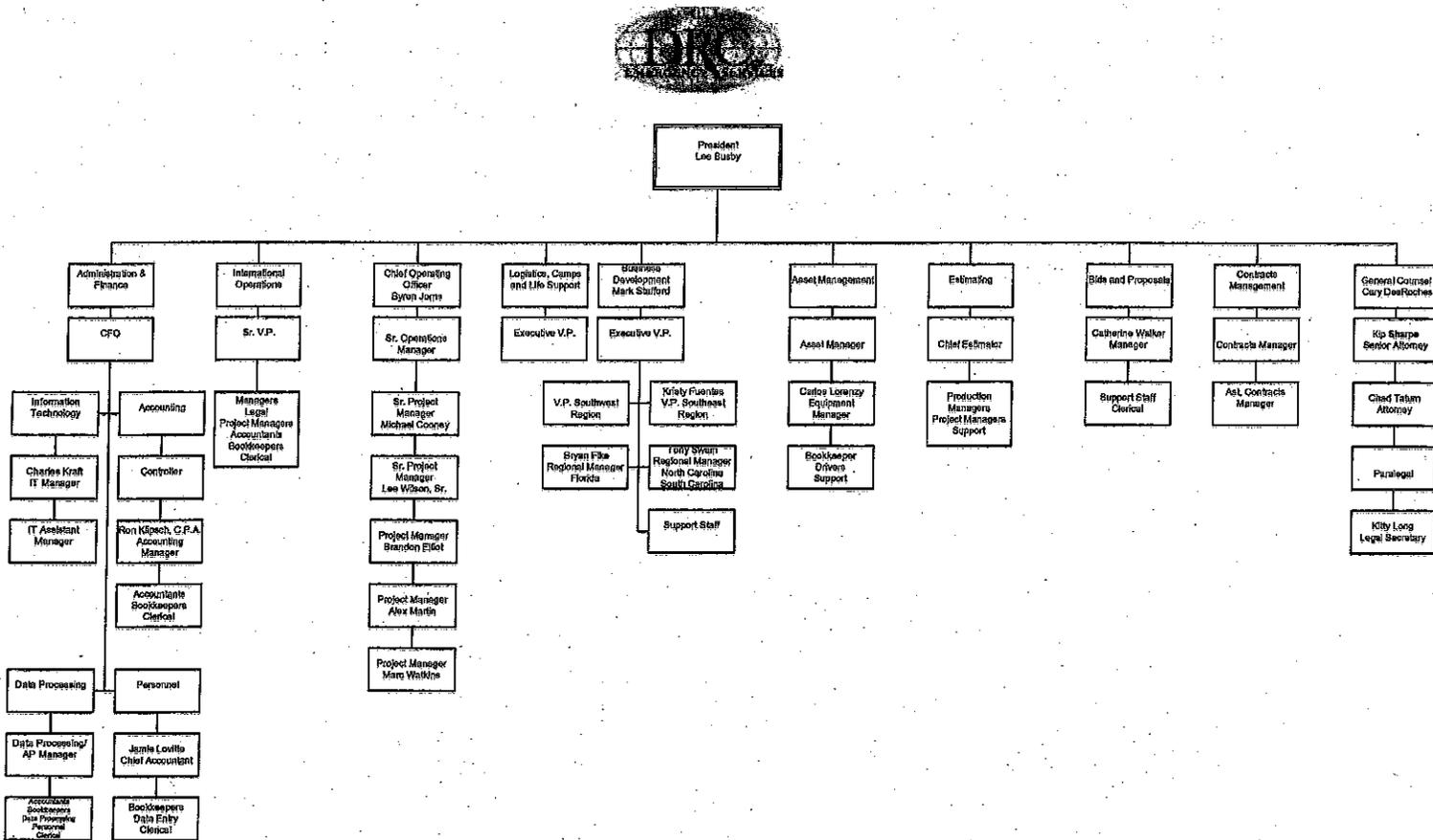
The DRC family of companies has implemented a comprehensive Corporate Level Advance Mobilization Plan to ensure a coordinated, expeditious and effective response to disasters by its personnel and resources. This plan has been utilized by DRC to respond quickly in the following contracts:

- Following Hurricane Isaac in 2012, DRC was activated by 9 of our clients in Louisiana, including St. Charles Parish, New Orleans, East Baton Rouge Parish, St. John Parish, Jefferson Parish and the LADOTD. DRC responded to each of these activations immediately and independently. DRC completed the debris removal and associated activities within 60 days from activation.
- In early April 2011, a severe weather event culminated in easily the most prolific, active month for tornados on record. These tornados followed an unprecedented outbreak that had already affected much of the South East. DRC was contracted by more than five separate entities to perform debris removal services for more than 25 separate contracts. Some of the entities included the North Carolina Department of Transportation, the Alabama Department of Transportation, the Alabama Department of Conservation and Natural Resources, the City of Birmingham, USACE in Joplin, Missouri, as well as various other small cities and townships.
- Subsequent to Hurricanes Ike and Gustav in 2008, DRC mobilized all necessary personnel and equipment to provide professional and efficient debris removal services to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. In Houston, DRC established industry benchmarks by accomplishing record single-day hauls for debris volume. DRC's work in these regions was nearly completed in little over two months, having quickly restored these communities in the wake of these severe storms.
- During the 2004-hurricane season DRC and/or its teaming partners provided emergency disaster recovery services to 37 separate government entities throughout the State of Florida and South Carolina, recovering nearly 10,000,000 cubic yards of debris. DRC and/or its subcontractors mobilized dozens of experienced project managers, superintendents, and foremen in addition to hundreds of experienced work crews. DRC was able to respond virtually immediately to each client's needs and provide sufficient resources to ensure completion of these recovery efforts in the allotted time, if not sooner.



2. STAFFING PLAN

A. ORG CHART



B. MANAGEMENT ORGANIZATION

Regardless of the nature, size and range of a potential disaster event, DRC will commit all of the required and necessary equipment, personnel and resources to the successful completion of disaster recovery efforts under this contract to the full satisfaction of the owner.

<p>Chief Operating Officer-Byron Jorns Byron G. Jorns joins DRC Emergency Services as Chief Operating Officer. A US Army veteran, Mr. Jorns has served in a variety of command and staff positions to include several assignments with the US Army Corps of Engineers. Mr. Jorns brings extensive experience in Disaster Response, Basecamp Development, and Water Resources activities. He provided primary leadership, direction, and supervision in the planning, design, construction, and operation of several basecamps in the Balkans and Latin America. He also played a leading role in Federal response activities to Hurricanes Fran, Gustav,</p>	<p>The Chief Operating Officer (C.O.O.) is positioned at DRC headquarters. The C.O.O. directs and supervises all operational aspects of DRC and team partners in response to a Task Order. The C.O.O. serves as the primary contact between DRC and the client for all contracts and other communication. Upon Task Order, the C.O.O. initiates all corporate plans in fulfillment of contract requirements and activates all relevant departments, team partner relationships, subcontract relationships, and reservists. The C.O.O. supervises and directs mobilization of national corporate resources in response to Task Order until all performance targets are met and serves as corporate</p>
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<p>and Ike. Mr. Jorns was the principal US Army Corps of Engineer's advisor to the Incident Command Group (Mobile, AL) during coastal response efforts to the BP Oil Spill (Deepwater Horizons). He also served as a Director of Public Works at a major Army training installation with responsibilities for water supply, water distribution, wastewater treatment, power generation/distribution, facility maintenance, and natural resources conservation.</p> <p>251-513-0119 bjorns@drcusa.com</p>	<p>"responsible party" until all obligations of the contract are fulfilled.</p>
<p>Operations Manager-Buddy Fuzzell Stewart G. "Buddy" Fuzzell, Jr. formerly head of DRC's former primary Subcontractor has become a major shareholder in the ownership holding company (Seven Continents Holdings, LLC") which recently acquired DRC Emergency Services. Buddy has forty-seven years' experience in the wood products industry and thirty-four years' experience in the disaster recovery industry. Starting with Hurricane Frederic in 1979, Buddy has worked on virtually every major hurricane as well as numerous ice storms, snowstorms and tornados. Over the course of his career, Buddy has been responsible for the removal and processing of over 50 million cubic yards of storm debris. He also owns veneer mills, a wood chip mill, and a company that supplied aggregate materials for the reconstruction of Louisiana after Hurricanes Katrina and Gustav.</p> <p>205-531-4407 bfuzzell@drcusa.com</p>	<p>The Operations Manager (O.M.) is a member of DRC Senior Management assigned as principal liaison to the client for each operation. The Operations Manager will henceforth be on call and available to respond to the point of contact 24 hours a day, 7 days a week throughout the life of the Task Order. The DRC Operations Manager will have full electronic linkage to the client via cell phone, satellite phone, internet, and/or two-way radios. The O.M. will have responsibility for successful completion of a Task Order and is responsible to the client as well as the DRC C.O.O.</p>
<p>Project/ Program Manager-Lee Wilson Mr. Wilson has forty years of extensive and invaluable experience in the civil construction industry. Mr. Wilson managed the Martin County, Florida project in 2004 for DRC which accounted for 1.1 million cubic yards of debris recovered and processed. Lee managed the demolition of 417 homes for the University of South Alabama, Mobile, Alabama. Mr. Wilson worked on the Louisiana DOTD project and was responsible for the management of debris removal that encompassed thirteen parishes. Lee directed the management of this project that accounted for the recovery of 2.2 million cubic yards of debris. Mr. Wilson has international project management experience that extends as far as Nogliki, Russia where he served as Civil Engineering Consultant to Exxon Mobil in the building of an airport, a project valued at \$58 million. Lee was the Construction Manager that managed and directed the installation of water and sewer infrastructure for an entire country in Central America.</p> <p>251-402-2667 lwilson@drcusa.com</p>	<p>DRC's Project/ Program Manager are responsible for overall management of day to day operations for a specific project. His duties primarily exist in the oversight of field operations although he serves as administrator of his supervisors and office personnel. All field supervisors, crew supervisors, QC managers, safety managers and site mangers report to the project manager throughout every day, 7 days per week. The project manager shall hold daily meetings with staff to discuss all debris mission issues at a central location that is also open to the City of Fort Lauderdale. Their duties also include the management of documentation and public relations for the specific project. The project Manager reports directly to the KO or the COR.</p>



<p>Field Supervisors-Michael Cooney Michael began his employment with DRC in 2007, where he was a project manager responsible for the demolition of thousands of damaged Hurricane Katrina homes in New Orleans. As a project manager for the Plaquemines Parish Canals and Ditches contract, he oversaw the cleaning of sixty miles of marsh land and the removal of over five million cubic yards of debris. Michael managed projects resulting from the 2008 Hurricanes Gustav and Ike, managed disaster relief in Haiti following the 2010 earthquake and managed operations along the Gulf Coast resulting from the 2010 BP Oil Spill. 251-423-1171 mcooney@drcusa.com</p>	<p>All Field Supervisors will be assigned sectors or zones within a specific debris area to manage. They will be responsible for supervising the daily activities of the collection crews working to remove debris. Those subcontractors/ crews within the sector or zone are to report directly to DRC's field supervisor with any and all issues. If these issues require upper management decisions, then the supervisor is to report to the project manager immediately. The field supervisor communicates with the project manager at a minimum twice per day to update the project manager of the activity in their particular zone or sector.</p>
<p>Crew Supervisor-Hunter Fuzzell R. Hunter Fuzzell serves as DRC's Regional Manager for the Panhandle of Florida, Field Project Management Services and implements Regional Customer Development efforts. For over 10 years, Hunter has served as a project manager for major disaster recovery projects across the country, working for the City of New Orleans, NY DOT, and LA DOTD after Hurricane Gustav. During his work in the field, Hunter has successfully brought the back office process to industry standards by implementing cutting edge accounting software and developing an industry leading data entry system. Prior to his involvement in the disaster recovery industry, Hunter served as the Director of Revenue Analysis for Nova Information Systems in Atlanta, GA. His responsibilities included all monthly financial reporting to the executive council as well as preparing a \$500M annual budget. Prior work experience also includes employment with Andersen Consulting/Accenture where he served as a consultant in the Financial Services stream. Highlights include working on the "SunTrust" One Bank project with encompassed gross billings of over \$100M. In addition to his work in the office, his education includes a BS in Finance from Auburn University and an MBA with a concentration in Information Systems from Auburn University. (404) 936-4833 hfuzzell@drcusa.com</p>	<p>Crew Supervisor will be responsible for individual or a group of crews working within a specific debris zone. The Supervisor will oversee the actual collection and loading of all debris along with the proper segregation and identification of various waste streams such as Vegetative, C&D, White goods and HHW. Supervisors are tasked with directing the individual crews within the zones and their specific zone assignments and ensuring safe traffic control with the aid of the QC manager and Safety Manager. The crew supervisor handles all zone maps and sub-zone maps with individual crews. Subcontractors will be assigned zones and crews will subsequently be assigned sub zones; crew supervisors shall distribute these crew maps and manage their production and boundaries within these zones.</p>

C. EMPLOYEE TRAINING PLAN

Personnel Training

All personnel assigned to a disaster or emergency event in the City of Fort Lauderdale will have proper training in each field they may be assigned during the event. Headquarters personnel will review the records of each assigned employee to ensure that proper training and certification, in accordance with OSHA and other regulatory agencies is current, and that documentation for the training required is on hand for each employee prior to and during the mobilization phase of the operation.



Safety Training and Continuing Education

It is the policy of DRC to provide and maintain work environments and procedures which will (1) safeguard public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. The key contractor responsibilities concerning safety include (1) providing all personnel a general safety and health indoctrination and a safety and health orientation/screening prior to the commencement of work (or any single phase of work); (2) the continuing instruction/monitoring of each contractor, subcontractor, supplier and employee in the safe operation of their specific area of responsibility using the proper tools and in accordance with the safety procedures and guidelines outlines in United States Army Corps of Engineers Manual EM 385-1-1 revised October 1998 to insure that all work is performed in a safe manner. Through careful planning, hazard recognition and control, safety indoctrination and training, and rigorous attention to safety procedures, we shall ensure the health and safety of personnel at our work sites and the public adjacent to our work sites.

No person shall be required or instructed to work in surroundings or under conditions that are unsafe or dangerous to his/her health. Any person aware of an unsafe or dangerous condition shall report the condition to his/her supervisor immediately. The particular operation will be stopped; the project manager will appoint a competent individual to investigate the condition and make corrections prior to restart of the operation. All information shall be recorded, maintained in the project file. A copy of the manual is available upon request.

Safety and health meetings shall be conducted once a month for all supervisors on the project location and once a week by supervisors (foreman) for all workers. The meetings shall be documented by the Safety Officer.

The minimum information included in the report shall be (1) the date of the meetings; (2) name, social security number, and signature of attending individual(s); (3) the name of the individual(s) conducting the meeting. Copies of the safety manifest will be kept on file for a period of one year and shall be furnished to the designated authority upon written request.

The safety and health indoctrination and training meetings shall be based upon the contractor Safety Program and the United States Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1, October 1998. Safety and health subjects, at a minimum, shall include:

- Requirements and responsibilities for accident prevention and maintaining safe and healthful work environments
- General safety and health policy and procedures and pertinent provisions of EM 385-1-1
- Employee and supervisor responsibilities for reporting all accidents
- Provisions for medical facilities and emergency response and procedures for obtaining medical treatment or emergency assistance
- Procedures for reporting a correcting unsafe conditions or practices

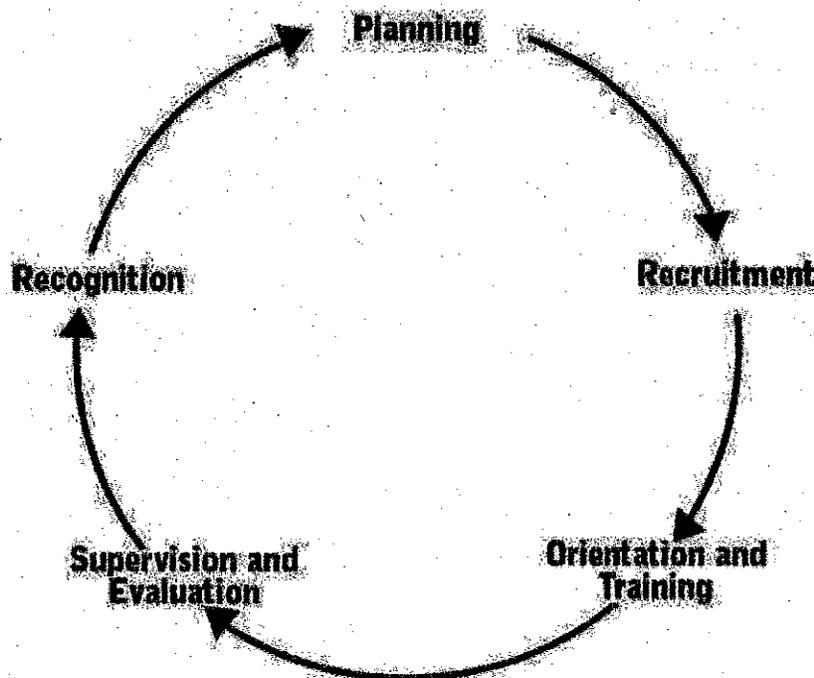


- Job hazards and the means to control/eliminate those hazards, including applicable job and/or activity hazard analyses
- Job hazards communication

FEMA Technical Management Training

DRC and/or DRC ES have on staff, or available through its extensive Reservist/Consultant Personnel Database, qualified personnel who are available to assist any client with Exercises, Plans Formulation, or Training of Government personnel on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to the government as a service at no additional cost to the City of Fort Lauderdale. Training sessions are scheduled and led by director of training Hunter Fuzzell and will address planning and reimbursement issues as well as any other concerns of the City of Fort Lauderdale. Typically, training sessions also include DRC consultant and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.

VOLUNTEER MANAGEMENT PROGRAM



PLANNING

- designing volunteer positions
- developing applicable policies and procedures
- educating others in the organization about involving volunteers



LEGAL AND RISK CONSIDERATIONS

There are a variety of types of legal and risk considerations when using volunteers in an organization including what insurance is needed, what rights to volunteers have, what employment laws also apply to volunteers, and how can you ensure that volunteers act ethically, etc. DRC has a clear understanding of the legal and risk considerations and ensures that management policies and procedures will strictly adhere to local, State and Federal regulations.

RECRUITMENT AND SELECTION

Recruitment usually involves identifying the most likely sources of suitable candidates for volunteer positions, how to approach those sources, and then approaching each source. Sources might include advertisements in the newspaper, word-of-mouth, recommendations from clients, online (or virtual) sources, professional placement advisors, etc.

SUPPORT

- ✓ **Orientation and Training** –Orientation and training help volunteers feel confident and prepared. Training also decrease the chances of problems occurring by helping volunteers know what is to be expected. If the nature of the volunteer's work is very basic and routine, then a volunteer might require only a very basic and general introduction to the organization and task they are to complete.
- ✓ **Supervision and Evaluation** – To ensure that the volunteer management system remains effective, ensuring the organization, volunteers and community are benefiting, it's necessary to regularly assess the quality of each activity to conclude if the activity is being conducted effectively and efficiently. Results of this overall evaluation are used to adjust activities.
- ✓ **Recognition** – Recognition encompasses establishing goals with the volunteer, observing the volunteer's activities to achieve the goals, providing guidance so the volunteer achieves the goals effectively and efficiently, evaluating the team's performance, and acknowledging the volunteer's commitment to the task they are performing.

DRC will utilize all local resources to establish a strong, united volunteer program dedicated to disaster response and debris removal, if required by the City of Fort Lauderdale.



3. QUALITY ASSURANCE/QUALITY CONTROL PLAN

A. QUALITY CONTROL PERSONNEL

QC Personnel Qualifications

Quality Control Management

Tony Swain is a USACE certified QA/QC manager for DRC Emergency Services, LLC. Mr. Swain came to DRC after 3 years as a Project Manager for Cahaba Disaster Recovery, during which time he oversaw the demolition of hundreds of houses in Orleans Parish, LA. Mr. Swain also supervised debris removal projects in Springfield, MO., Green County, MO. and Amherst, NY. Previously he spent 12 years as Senior Project Manager and Procurement and Contracts Administrator for an Emergency Services Company in Florida. He was responsible for providing sub-contractors for 46 separate contracts and 55 TDSRSs in the 2004 hurricane season involving hurricanes: Charlie, Frances, Ivan, and Jeanne. In 2005 he performed the same tasks for 21 separate contracts and was the Project Manager for the City of Miami in the aftermath of hurricanes: Katrina and Wilma. Mr. Swain has an extensive managerial and sales background.

The following document is a letter from DRC's Chief Operating Officer, Mr. Byron Jorns, which details Mr. Swain's specific duties with regard to Safety and Quality Control.

LETTER TO QC SYSTEM MANGER

April 3, 2013

Tony Swain
QC System Manager – DRC ES
740 Museum Drive
Mobile, AL 36608

Ph: (251) 343-3581
Fax: (251) 343-5554
Email: tswain@drcusa.com

Subject: Responsibilities and Authorities of QC System Manager
DRC Emergency Services Quality Control Directive

Mr. Swain,

Please accept this letter as your directive from DRC Emergency Services, LLC delegating authority to you as the Quality Control System Manager for DRC Emergency Services, LLC. With this position you have the unconditional support and authority to stop any work which is not in compliance with a specific contract.

Your specific duties as QC manager are as follows, but not limited to:

1. Manage all quality control for debris removal missions
2. Outline the duties of Quality control organization for DRC on each task order



3. Disseminate information to all employees regarding quality control and safety
4. Manage overall safety in conjunction with safety manager for debris operations
5. Manage overall eligibility for debris operations
6. Stop any non-compliant work
7. Oversee and manage all Quality control reports that are reported on a daily basis
8. Maintain a safe, professional and compliant work atmosphere
9. Daily safety & quality control meetings with COR and the City of Fort Lauderdale inspectors as directed by the KO.

Please pass on letters to all other QC personnel directing them of their responsibilities and duties. Do not hesitate to bring all issues regarding Quality Control and Safety on any DRC project to my attention.

Sincerely,

Byron Jorns
Chief Operating Officer

B. QUALITY CONTROL PROGRAM

Debris Eligibility

One of the key elements of debris operation quality control centers on debris eligibility. Debris Eligibility is defined as debris which has been deemed eligible by a City of Fort Lauderdale directive usually based on FEMA's Guidelines dictated in the Stafford Act.

In most cases this refers to debris that was generated as a result of a specific disaster event such as hurricane. All other debris and waste not generated by this specific event in most cases is ineligible.

DRC will provide expert quality control in area of eligibility to ensure that all our crews have specific guidelines that are consistent across the entire project on what debris is actually eligible under a specific Debris Mission. DRC will provide daily inspection of debris collection crews to monitor the debris and its eligibility. All debris must have been placed on the Right of Way (ROW) for collection or designated by an address in a Right of Entry (ROE) removal program to meet most eligibility criteria under FEMA Funded Projects.

Any crew that is found operating outside the assigned work zone, off the ROW or specific ROE will be terminated and reported to the City of Fort Lauderdale. DRC will achieve this level of quality control of debris eligibility by having QC managers in the field, at TDSRS, and random spot checks by Area and Sector Managers. Dissemination of the proper instructions to crews is critical to successful control over eligibility; DRC will provide this information by distribution of information via central points such as the TDSRS and staging areas.



Protection of Infrastructure

The protection of infrastructure is critical to a recovery operation. Examples of infrastructure items that are vulnerable during a debris operation are as follows:

1. Road, Street & Highway wearing surfaces and ROW's
2. Street and Traffic Signs
3. Traffic Signals and Lights
4. Power lines and Poles
5. Phone lines
6. Cable Lines
7. Sewer, Water and Gas Utilities
8. Individual Property Items

It is essential to provide oversight of these items by instruction and monitoring by our quality control staff. All crew supervisors are required to report directly to our sector QC managers on all damage issues to infrastructure.

Protection of Infrastructure is also an element vital to the overall health and safety of our crews and citizens. Trucks striking power lines and other utilities can cause serious injury and even death from careless activities during recovery.

For example, DRC crew leaders are instructed to ensure that each and every load is trimmed and inside the body of the hauling unit; this nearly eliminates the possibility of overhanging debris that can cause a power line break and create an electrical hazard.

DRC operates a damage hotline on all projects. There will be a complaint manager assigned to each specific mission that is responsible for handling all infrastructure damage and repair. This program will be announced in the affected area by various means of public service announcements (PSA's) detailing our (800) number and response team.

The protection of infrastructure begins with the quality control over the entire mechanical operations of the recovery and is completed by the quick, effective response and repair. DRC will investigate all damages and complaints immediately and make resolutions within 24 hours. Critical items will be mitigated on the spot.

Proper Loading and Unloading of Trucks

The quality and safety standards of the loading and unloading functions during a recovery operation are handled by management of DRC and supplemented by primary subcontractor management.

Loading

Loading of debris from ROW and ROE's can be potentially dangerous, inefficient and ineligible. Items of concern are:



1. Segregation of Waste
2. Bunching of debris
3. Removal methods and equipment
4. Safe Loading of debris
5. Traffic Control
6. Eligibility Monitoring
7. Truck ticketing – documentation
8. Loading residuals at debris site for final disposal

DRC will direct all loading operations through its project managers, quality control managers, supervisors and primary subcontractor supervisors. Information and examples will be distributed to all crew loading operations.

Copies of the Manual on Uniform Traffic Control Devices (MUTCD) will be available for all DRC Loading crews at our local office or command center. Haul out loading will be specifically addressed for quality control in the site specific QC and Safety plan once the site is selected.

Unloading of Trucks

Unloading of debris at the temporary debris storage site (TDSRS) and final disposals area shall be monitored for quality control through DRC Dumps site managers and Dump site QC managers.

Items of concern are as follows:

1. Waste pile management (HHW, C&D, Vegetative)
2. Proper construction and maintenance of containment areas
3. Site Safety
4. Site ingress and egress
5. Traffic flow control
6. Reduction management unloading of trucks
7. Inspection Tower

The inspection towers at the unloading sites are key to quality control of the unloading operation. All trucks are inspected for loads coming into the site and monitored for empty trucks leaving the dumpsite. This monitoring activity helps ensure the validity, safety and quality of this operation. The tower shall be constructed in accordance with the City of Fort Lauderdale guidelines and positioned in such a manor to allow trucks to safely exist the roadway and line up for load verification. The tower shall be positioned at a minimum 300' from the entry point in any site.

It is key to quality control at any unloading site to manage trucks entering, waiting and exiting the site. This will ensure a safe site and help maintain a high level of production along with reducing environmental risks associated with unloading of debris. Quality control will be



achieved through on site management, daily meetings, specific plans and the implementation of these plans.

Tracking of Hourly Rate Tasks

DRC has in place the staff and procedures to accurately and efficiently handle the tracking of hourly rate task and documentation. The quality control of such documents begins in the field. The data will be collected with direct supervision from DRC; all trucks and equipment will be monitored while any work is taken place.

This information will be manually collected on hourly log sheets or by individual tickets for each piece of equipment, truck or personnel. The log sheets or tickets will be solely in the possession of a DRC supervisor at all times. At the end of each day, the DRC supervisor will review the log sheets with the City of Fort Lauderdale inspector and check for complete accuracy of the information. Both the DRC supervisor and the City of Fort Lauderdale inspector will sign the daily report and each party will retain a copy of the report. Any changes to the information will be corrected on a daily basis.

Once the daily logs are collected and signed, they will be forwarded to DRC's corporate office to be compiled in to summary sheets for preparation of invoicing. DRC operates a full time data center at its headquarters in Mobile, AL; it is staffed 7 days per week/ 24 hrs per day during any large scale event. The summary of the daily log sheets and all back up documentation will then be forwarded back to DRC's project manager on location. DRC will present this information to the City of Fort Lauderdale for the purpose of reconciling all information and certifying the accuracy. Any changes would be made at this time and the documentation would then be used in the preparation of the official invoice to the Government. This is our check and balances system for documentation of hourly rate task in a condensed version.

This level of quality control over documentation virtually eliminates potential mistakes, errors and inefficiencies. DRC's project manager and quality control manager along with the QC sector managers will perform routine and surprise checks over our crew supervisors and data collectors. These inspections will serve as the quality control for the potential fraud and manipulation of field data.

At any point the QC managers or supervisors are alerted to potential quality control issues with tracking of documentation, they are immediately required to notify the project manager who will then report directly to the COR.

Private Property Debris Removal

When requested by the City of Fort Lauderdale, DRC will initiate a Private Property Debris Removal Program. DRC and its subcontractors have initiated and managed Right of Entry (ROE) programs to remove debris on private property and/or demolish private structures that present a public safety hazard. R.O. E. programs may be managed as follows:



Right of Entry (R.O.E.) Program

Commencement of ROE Program

1. R.O.E. operations will commence upon receipt of a specific task order and notice to proceed from the Government.
2. R.O.E. operations will proceed in an orderly and manageable fashion on publicly and privately owned properties as designated by the Government task order.

ROE Documentation Checklist

1. Identify affected properties with Government Agency Personnel
2. Computerize a detailed listing of all affected properties, to include:
 - A. Description
 - B. Damages
 - C. Owner with contact information
 - D. Identification of Task Order
 - E. Progress of Work
 - F. Sign-off and release
 - G. Any peculiarities pertaining to entry or safety
 - H. Certification that property is vacant and all valuables have been removed if demolition to occur.
 - I. Location of unseen obstructions
3. Obtain signed right of entry agreement from owner to include:
 - A. Right of Entry Agreement
 - B. Hold Harmless Agreement (to protect contractor, subcontractors, County/City, and FEMA from claims)
 - C. Non-duplication of Benefits form to ensure owner does not receive both federal assistance and insurance proceeds for the same work.
4. Assess the property thoroughly with Government Agency and obtain detailed scope of demolition and/or work to be performed from the Government for reach site.
5. Obtain proper permits and/or Condemnation Certificates for work, if required.
6. Prepare drawings and/or photographs of each site from multiple angles to document condition of property prior to entry.
7. Enter photographs into computer under particular ROE file.
8. Prepare and maintain computerized schedule and daily progress of work. Update daily for a continuous mechanism to track programs and completion of all ROE's.
9. Government shall clearly designate and physically make each property to be entered and/or demolished.
10. Clearly locate, mark and/or protect all utilities. Terminate utilities at street if part of task order. Electricity and gas to be terminated by utility company, if appropriate.



11. Dispatch Superintendent and Subcontract crew to site to perform debris removal, demolition and/or such other tasks on the private property as may be directed by the Government Agency.

Field Supervisors/Foremen/Subcontractors

1. Field supervisors and subcontractors will report to the senior field supervisor or project manager.
2. All supervisors will be responsible to ensure work is conducted only on those properties designated by the government. Supervisors will not allow work to commence in additional areas until directed by government task order.
3. Supervisors shall be responsible for the safety of all personnel and equipment.
4. Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to the Company designated representative with a copy given to the government, and/or subcontractors, as appropriate.
5. Crew foremen will report to their designated supervisor.
6. Foremen and/or clerk of the works will be responsible to ensure work assignments received from their supervisor are completed to the requirements of the government task order.
7. Foremen and/or clerk of the works will be responsible for maintaining the daily personnel and equipment time logs

Operations

1. Demolition operations will be conducted only on properties as instructed by Government task orders. (Utmost care must be exercised to ensure only the authorized and designated properties are entered and/or structures are demolished and that only the portions of the debris and/or structures as authorized are removed.)
2. All debris will be picked up and loaded into haul trucks in a safe and workman-like manner. Debris shall be trimmed to ensure a safe load. Safety will not be compromised.
3. All crew foreman and field supervisors will be responsible to ensure a rapid and cost effective as possible operation.
4. Hand crews, to ensure maximum production and safe operation, will assist heavy equipment operators in avoiding areas of concern, such as septic tanks, water meters, power lines, etc.
5. All construction and demolition materials will be sized using heavy equipment to ensure maximum loading and safe transport of materials within EPA and DOT standards if applicable.
6. Obvious hazardous materials will be dealt with in accordance with the Government task order and the Corporate Environmental Protection Plan.
7. Traffic control personnel, with appropriate traffic control and safety equipment, will be stationed as appropriate, at each approach point of the work area to maintain traffic control and prevent personal injury. Additional



traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.

Completion and Closeout

1. Upon completion, the property shall be inspected by Government Inspectors and preferably by the Property Owner.
2. A Completion Certificate should be obtained from the Government Inspectors, signed by them and preferably the Property Owner.
3. Such Completion Certificate should certify also the lack of damages to the property, to any items remaining on the property at the instruction of the Government, and the lack of damages to any adjacent property.
4. Upon completion of the work, pictures are taken of the property from the same sides to document the completion of the ROE.
5. The Completion Certificate should then be added to the computerized ROE Matrix and become part of the final documentation for payment.

Demolition Quality Control and Protection

- A. DRC will perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of use of such utilities; and to provide free passage to and from such adjacent areas of structures.
- B. DRC will provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations.
- C. DRC will maintain fences, barricades, lights, and other similar items around exposed excavations until such excavations have been completely filled.
- D. DRC will provide enclosed dust chutes with control gates from each floor to carry debris to truck beds and govern flow of material into truck. Provide overhead bridges of tight board or prefabricated metal construction at dust chutes to protect persons and property from falling debris.
- E. DRC will prevent spread of flying particles and dust. Sprinkle rubbish and debris with water to keep dust to a minimum. Do not use water if it results in hazardous or objectionable condition such as, but not limited to; ice, flooding, or pollution. Vacuum and dust the work area daily.
- F. In addition to previously listed fire and safety rules to be observed in performance of work, include following:
 1. No wall or part of wall shall be permitted to fall outwardly from structures.
 2. Maintain at least one stairway in each structure in usable condition to highest remaining floor. Keep stairway free of obstructions and debris until that level of structure has been removed.
 3. Wherever a cutting torch or other equipment that might cause a fire is used, provide and maintain fire extinguishers nearby ready for immediate use. Instruct all possible users in use of fire extinguishers.



4. Keep hydrants clear and accessible at all times. Prohibit debris from accumulating within a radius of 4500 mm (15 feet) of fire hydrants.
- G. Before beginning any demolition work, DRC shall survey the site and examine the drawings and specifications to determine the extent of the work. The contractor shall take necessary precautions to avoid damages to existing items to remain in place, to be reused, or to remain the property of Air Force any damaged items shall be repaired or replaced as approved by the Contracting Officer. DRC shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. DRC shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract. Do not overload structural elements. Provide new supports and reinforcement for existing construction weakened by demolition or removal works. Repairs, reinforcement, or structural replacement must have Contracting Officer's approval.

Clean Up

On completion of work of this section and after removal of all debris, leave site in clean condition satisfactory to Contracting Officer. Clean-up shall include disposal of all items and materials not required to remain property of the Government as well as all debris and rubbish resulting from demolition operations.

Daily Reports

DRC will submit daily progress and quality control reports to the governing entity for all activities. Each report would contain, at a minimum, the following information:

- 1) Letterhead with DRC name and contact information
- 2) Report Date
- 3) Location of completed work
- 4) Location of work for next day
- 5) Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- 6) List of roads that were cleared (Emergency Clearance)
- 7) Number of Crews (including number of trucks and loading equipment)
- 8) Daily and cumulative totals of debris removed, by category
- 9) Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- 10) Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- 11) Number of hazardous trees and hanging limbs removed.
- 12) Problems encountered or anticipated

Typically, Daily Reports are co-signed by the governing entity's inspector to verify work performed. In addition, the governing entity receives an original copy of all load tickets and receives and verifies for co-signature, a Daily Reconciliation Sheet listing each load ticket, the truck number, crew number, street, truck volume, percent full, credited volume of debris



removed and the total volume removed for the day. This Daily Reconciliation Sheet is typically verified by the governing entity and becomes the invoicing document for the Contract.

C. CUSTOMER SATISFACTION

In addition to providing for the recovery of the physical environment, DRC is also committed to assisting the City of Fort Lauderdale, the overall recovery of its citizens and their economy. As such, DRC can provide an array of basic community services to the City of Fort Lauderdale that will enable both the City and the citizens the means to establish a degree of stability and normalcy. If requested DRC can and will provide:

- Fact sheets and audio/visual presentations. Research and production of these items can take place from any of DRC's locations, including New Orleans, Louisiana, Mobile, Alabama, and the Houston office. These aids can be produced, emailed, or mailed to the Regional Manager. The Mobile Command Center also possesses technology that will allow for the creation and production of these types of community relations documents, as well.
- Mobile catering unit capable of feeding thousands per day including first responders, City personnel, security personnel, and credentialed residents. DRC is able to dispatch its mobile kitchen to the City of Fort Lauderdale immediately upon NTP of an award.
- Mobile medical unit, staffed in cooperation with the Red Cross or other qualified medical agency for the inevitable injuries that occur in the recovery phase
- Portable restroom units for first responders, City personnel, security personnel, and credentialed residents
- Portable shower, hand wash, and ablution units for first responders, City personnel, security personnel, and credentialed residents
- Mobile offices and/or community centers with computer and internet facilities via satellite to assist residents and officials in their efforts to locate missing persons and family and gather information pertinent to the recovery.
- Employment and subcontracting center for local residents and workers, such as maritime industry workers, who wish to take part in recovery efforts.

Prompt Complaint Resolution

Within 24 hours of a damage report, an investigative team is dispatched to determine the veracity and severity of the damage report. If validated, damages are repaired as quickly as physically possible, preferably commencing repairs on the day that the report is validated. If a subcontractor is involved, that subcontractor is asked to produce a plan to prevent further occurrences. Please see attached for our sample Complaint Resolution Form.



Customer Complaint Resolution-Standard Operating Procedures

1. Toll free hotline is established and manned by bi-lingual personnel (operating day 1)
2. PSA's are designed to impart information regarding potential complaints and/or damages and to publicize the toll free number
3. Incoming complaints are logged into one of two spreadsheets (complaint or damage)
4. Collection complaints are logged and routed to operations for action
5. After collection, the customer will be called to verify their satisfaction
6. Damage complaints are logged and scheduled for physical observation by a DRC Supervisor
7. Both types of calls will receive a return call to discuss resolution within 24 hours
8. The responsible party or subcontractor will be identified and appropriate disciplinary action taken
9. Damage claims involving physical property damage of less than \$10,000 will be scheduled for repair within seven days of substantiating the claim
10. Repairs of greater than \$10,000 will be reported to DRC's insurance carrier for resolution
11. After repairs are concluded, a standard release will be executed by the customer releasing The City and DRC of any subsequent liability
12. Generally, at the conclusion of the job and after all legitimate claims are resolved, the City can then release any retainage previously withheld.

D. DEBRIS MONITORING AND FEMA REIMBURSEMENT

Storm debris management by DRC is subject to inspection by the governmental contracting entity and/or any Public Authority in accordance with generally accepted standards, to insure compliance with the contract and applicable local, state and federal laws. DRC will, at all times, provide the government access to all work sites and disposal areas and will cooperate completely with Government Inspectors. In addition, authorized representatives and agents of any participating Federal or state agency are encouraged to inspect all work and materials. DRC and the government shall have in place at the TDSRS, personnel to verify the contents and cubic yards of all vehicles entering the TDSRS. Records are maintained for each load entering the TDSRS, its cubic yardage is verified, and each vehicle leaving the TDSRS is viewed to verify that the contents have been emptied. DRC and the government monitor the material to determine that the load consists of eligible storm debris. DRC and the government have in place at the pickup site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS and issuance of the load ticket to ensure the eligibility of the debris. Prior to use, DRC recommends that the government, including FEMA, if possible, establish and record the certified cubic yard capacity and perform a safety inspection of each haul vehicle. DRC recommends that all measurements be conducted by government personnel or independent third parties, and not DRC or the subcontractor. DRC has in the past provided disposal tickets, field inspection reports, and other data and/or forms sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement to its government clients. DRC personnel and subcontractors have worked closely with various State Emergency Management Agencies, the Federal Emergency Management Agency and other applicable State, local and Federal Agencies



to insure that eligible debris collection and the data documenting is sufficient and appropriately addressed.

Data Management and Tracking

DRC ES tracks costs on a real time basis using a Daily Progress Report that is completed and submitted daily to the on-site project manager. Additional information can be added to meet any local unique needs for capturing the data. Hours and/or cubic yards are summarized at the bottom of the report and a daily cost is determined. This information is reconciled daily with the government.

Recordkeeping & Reporting

DRC ES shall submit daily progress and quality control reports to the governing entity for all activities. Each report would contain, at a minimum, the following information:

- 1) Letterhead with DRC name and contact information
- 2) Report Date
- 3) Location of completed work
- 4) Location of work for next day
- 5) Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- 6) List of roads that were cleared (Emergency Clearance)
- 7) Number of Crews (including number of trucks and loading equipment)
- 8) Daily and cumulative totals of debris removed, by category
- 9) Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- 10) Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- 11) Number of hazardous trees and hanging limbs removed.
- 12) Problems encountered or anticipated

Typically, Daily Reports are co-signed by the governing entity's inspector to verify work performed. In addition, the governing entity receives an original copy of all load tickets and receives and verifies for co-signature, a Daily Reconciliation Sheet listing each load ticket, the truck number, crew number, street, truck volume, percent full, credited volume of debris removed and the total volume removed for the day. This Daily Reconciliation Sheet is typically verified by the governing entity and becomes the invoicing document for the Contract.

Preparing and Submitting Federal/State Project Work Sheets

DRC ES can assist the Government entity in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations. Please see attached for sample FEMA forms and project worksheets.

Knowledge of CFR 44

Since its inception in 1989, DRC's senior management personnel have gained a vast knowledge of the basic policies and procedures of the Code of Federal Regulations (CFR 44) as it relates to



Federal Emergency Management Agency's mission. These policies and procedures have been incorporated into DRC and DRC ES's various corporate Debris Management plans and guides to ensure compliance with the latest FEMA guidelines.

FEMA Technical Management Training

DRC and/or DRC ES have on staff, or available through its extensive Reservist/Consultant Personnel Database, qualified personnel who are available to assist any client with Exercises, Plans Formulation, or Training of Government personnel on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to the government as a service at no additional cost to the City. Training sessions are scheduled and led by the Director of Training and will address planning and reimbursement issues as well as any other concerns of the City. Typically, training sessions also include DRC consultant and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.

IT & Accounting Systems

In 2009, DRCES upgraded its management information systems and computer hardware. DRC now operates on Sage Timberline Office software, a premiere financial and operations software package for government contracting and for the construction industry. This software suite manages DRC's project management, financial management, job costing, analytics and custom reporting capabilities. All of the Company's offices and field employees operate on an integrated common platform, allowing instant access across the organization.

The Company also employs HaulTek software, which is an in-house developed data system that automates the collection, processing and archiving of massive volumes of debris load tickets generated in a disaster response project. HaulTek allows for the electronic transmission and consolidation of vital billing information from debris load tickets and it generates the billing for each contract as required.

DRC Data Center

DRC maintains a fully-staffed, fully operational Data Center at its headquarters all year. The Data Center is staffed by experienced and professional personnel with extensive knowledge of recording, reporting, contract, and reimbursement requirements. The Data Center is equipped with state-of-the-art information technology and is prepared to meet and exceed the reporting requirements of each client.

To complement the HaulTek electronic data system, DRC built the first fully integrated full-time data processing center in the industry. Previously, temporary employees had to perform all of the debris ticket data processing at the event site due to the complexity of processing tens of thousands of tickets received daily. DRC has now fully automated this process and has a full-time data center staff performing this work at DRC's Mobile, AL headquarters. This capability has dramatically improved ticket processing efficiency and cost by increasing input accuracy and by reducing the time required for reconciliations, billings and collections.

DRC also relies upon HCSS Heavy Bids software, which is a project estimating solution that is integrated with the Company's accounting system, scheduling software and job and resource



management software. In addition, the Company uses AutoCAD design, documentation and engineering software. The majority of DRC's network of servers, laptops and desktop computers are under three years old and run on the latest software applications. All servers and networked computers are backed up both on and off-site every day. The emergency nature of DRC's work requires that the Company remain on-line and in contact across its network at all time. As such, DRC owns a Kohler diesel full building, full service generator to ensure uninterrupted power at its headquarters.

Mapping

DRC ES offers a mapping feature as part of the company's web based, internal data processing system. This component is an integral part of the data entry division which was upgraded this year.

The mapping feature is designed so that a coinciding point or marker will be created on the map once a daily report is entered by data processing into the system. This marker communicates information such as the truck route and name of street, the number of times that the trucks have passed the street (whether it be first pass or second), and the location of debris management sites.

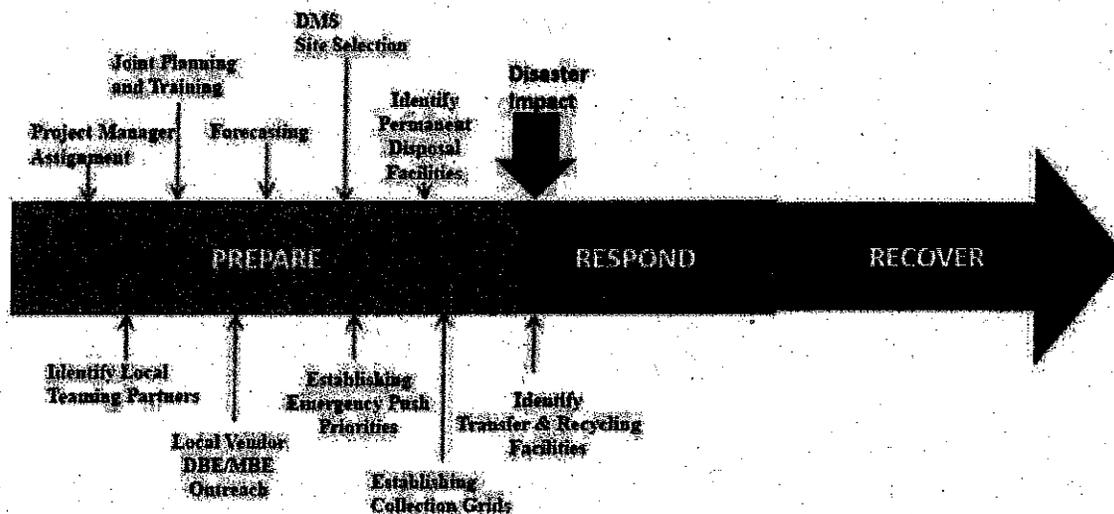
Information that will be reflected daily includes truck routes, DMS sites, cubic yards of debris carried on truck, whether the debris is vegetative, C&D, or other, and number of passes that have been performed.

4. ADDITIONAL INFORMATION

One of the primary missions of any government agency is to protect lives; minimize the loss or degradation of resources; and continue, sustain, and restore operational capability (COOP) after a disaster strikes in its area of responsibility. DRC Emergency Services, LLC by comprehensive planning support, along with vigorous training, can help local government reach a level of readiness that will allow the government to address these contingencies with confidence. We are committed to helping our clients understand the principals and all hazard aspects of Emergency Management. One of the basic principles of emergency management is that we can and should prepare for the hazard before it occurs and by doing so we are better postured to respond after the disaster-triggering event occurs. This is why for comprehensive emergency management planning, we advocate the four phase planning methodology as an effective approach for any emergency management program. DRC has assembled one of the best Emergency Management (EM) teams in the country, led by Dr. Walter Maestri and expert in the field of Emergency Management.



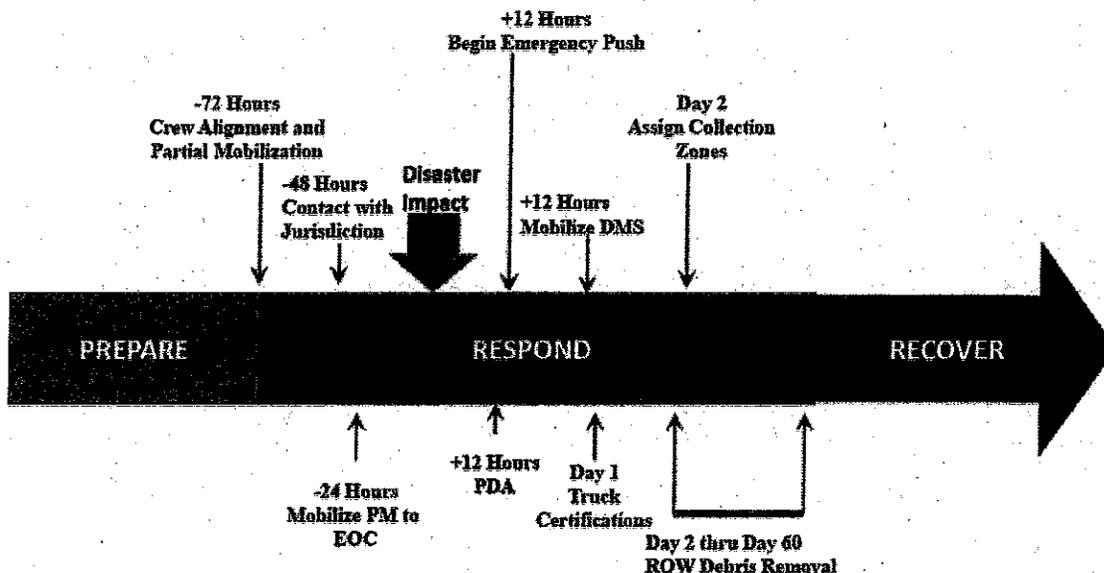
PREPARE



Preparedness involves marshaling the resources needed to respond effectively as well as how to respond when an emergency or disaster occurs. These activities help save lives and minimize damage by preparing people to respond appropriately when an emergency is imminent or actually occurs. To respond properly, a jurisdiction must have a plan for response, trained personnel to respond, and necessary resources with which to respond. DRC works with its clients to provide and develop a series of checklists called a Field Operations Guide (FOG). These guides will help employees better prepare themselves at home and work, which in turn will help them respond in a timelier manner during a disaster. Once the client has approved the emergency management plans and checklists, DRC can provide comprehensive employee training for plan implementation. This training may include disaster simulation and evaluation, as well as helping the agency modify their Emergency Management Plan (EMP) as needed. Training can also be used to test various plans such as the Comprehensive Emergency Management Plan, Continuity of Operations Plans, Field Operations Guides, etc. DRC is committed to providing the best training possible to its clients. Clients have made significant investments in equipping their first response units, but if the client, first responders and the public they serve have not prepared by training, then the investment will not pay off when it is needed most – during an actual event.



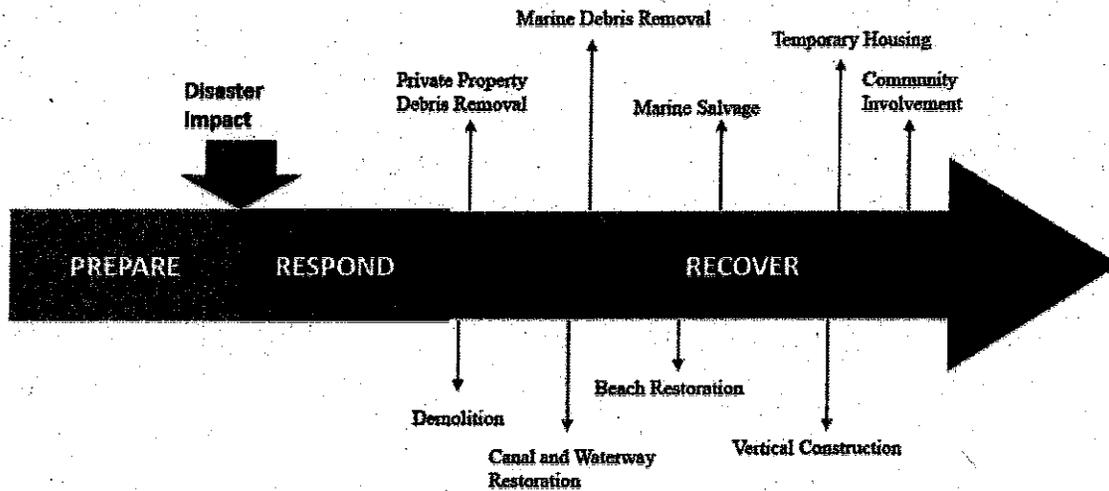
RESPOND



Response covers the period during and immediately following a disaster. During this phase, public officials provide emergency assistance to victims of the event and try to reduce the likelihood of further damage. Local fire department, police department, rescue squads, and emergency medical service (EMS) units are primary responders. State and federal agencies may be available for assistance. DRC can provide state-of-the-art Mobile Command Centers (MCC) which will provide interoperable communications between all agencies within the disaster zone. DRC can also provide mobile kitchens which can provide meals to first responders when other means are not available. Emergency Management Professionals will be provided to help with the response and provide assistance and guidance when needed. Responsiveness is expected and indeed needed immediately after the disaster occurs to help save lives and minimize loss. Knowing how to respond before the event actually happens ensures that a proper response is achieved in the event of an emergency.



RECOVER



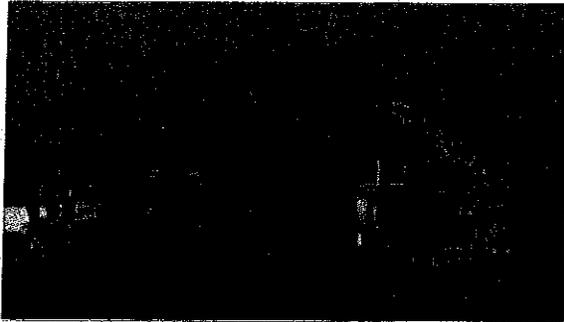
Recovery is the final phase of the emergency management cycle. It continues until all systems return to normal or near-normal operation. Short-term recovery restores vital life-support systems to minimum operating conditions. Long-term recovery may go on for months—even years—until the entire disaster area returns to its previous condition or undergoes improvement with new features that are less disaster-prone. DRC can provide base camps for workers that have been displaced by the disaster and can also provide temporary office space or other services needed in the disaster zone through its large network of vendors and suppliers.

DRC is capable of bringing together the essential products needed to support emergency management planning, operations and recovery. We constantly update and maintain an extensive list of vendors who can supply everything from basic survival commodities to extensive communication solutions. We also can provide specialty products and solutions to meet any client's needs. DRC will strive to meet every need of our clients during difficult times. Successful recovery is dependent on proper planning and preparation before the event occurs. DRC specializes in this phase of emergency management planning and execution and is experienced in long term recovery operations.

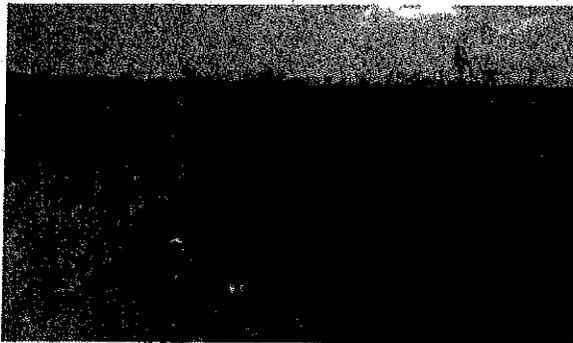


Photographs of Previous Projects

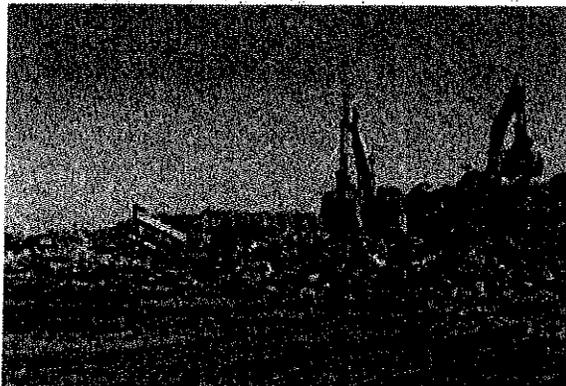
Hurricane Ike - Galveston C&D Hauling



Hurricane Ike - Galveston Vegetative Hauling – Chipping / Grinding Site

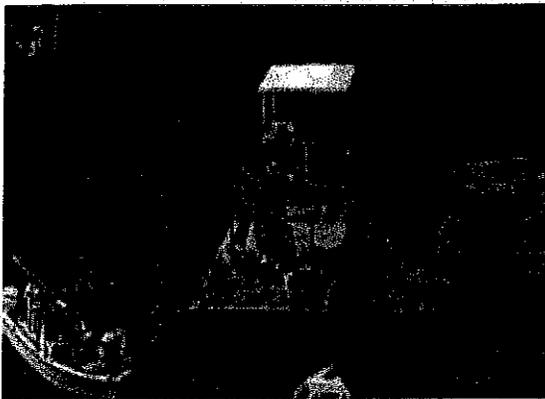
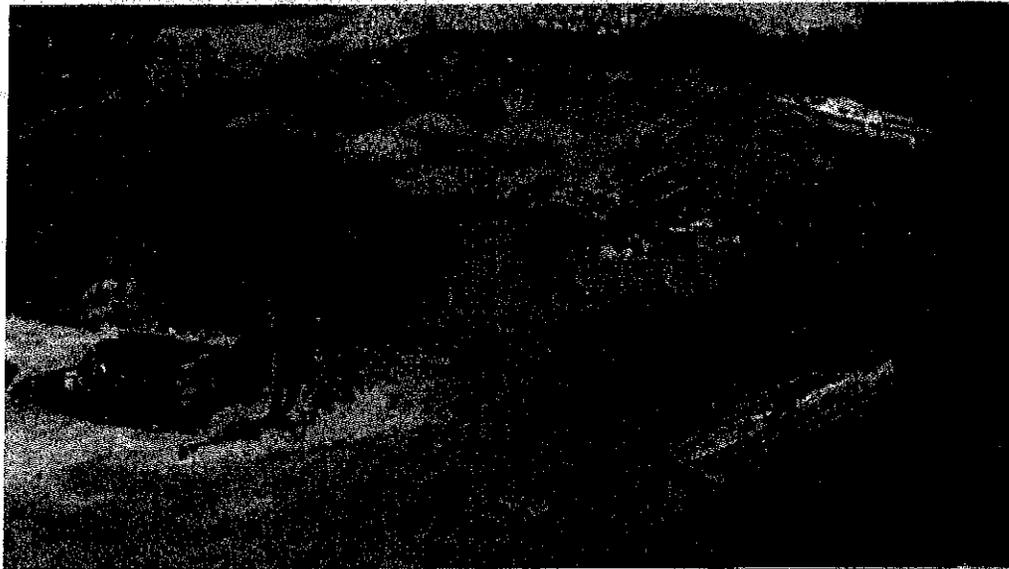
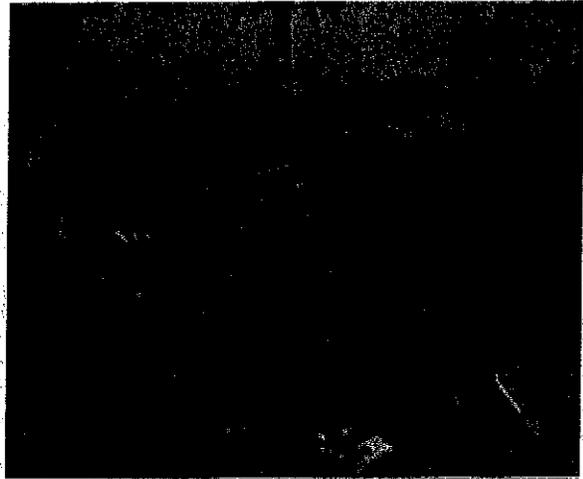


Hurricane Ike - Cranes work debris field in Galveston



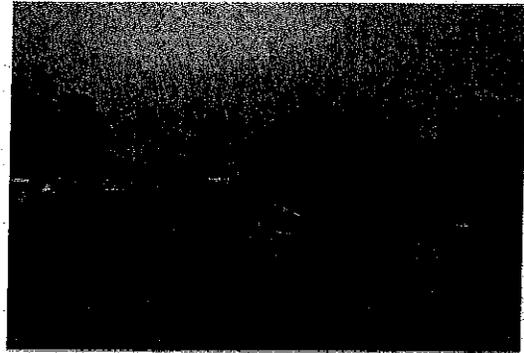


Vessel Salvage and Recovery – Monroe County, FL – Hurricane Wilma, 2005





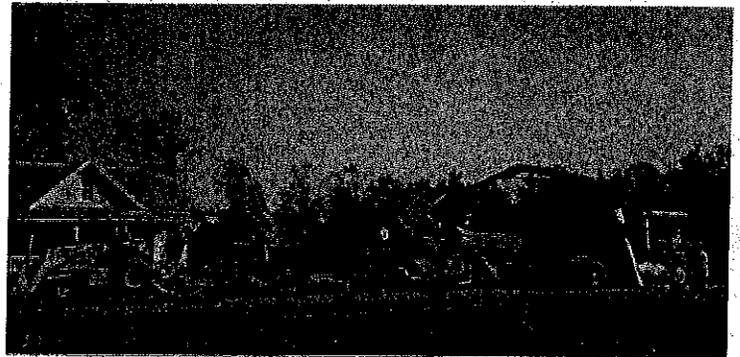
BP Oil Spill Cleanup - Louisiana



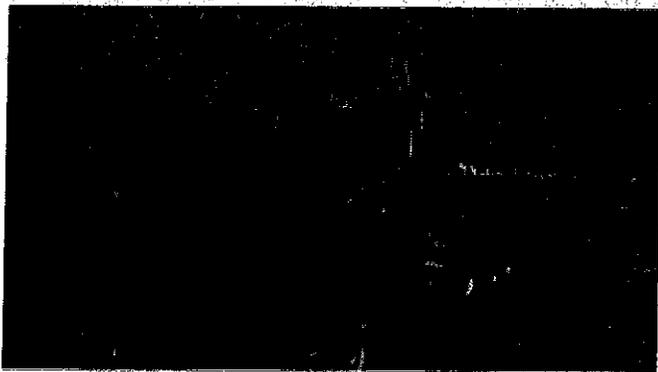
TDSRS Site Management



Vegetative Debris Removal



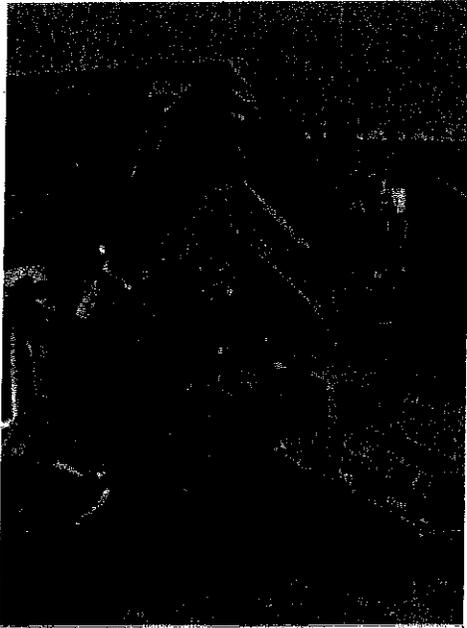
Tree/Stump Debris Removal



Debris Removal in Pamlico Co., NC



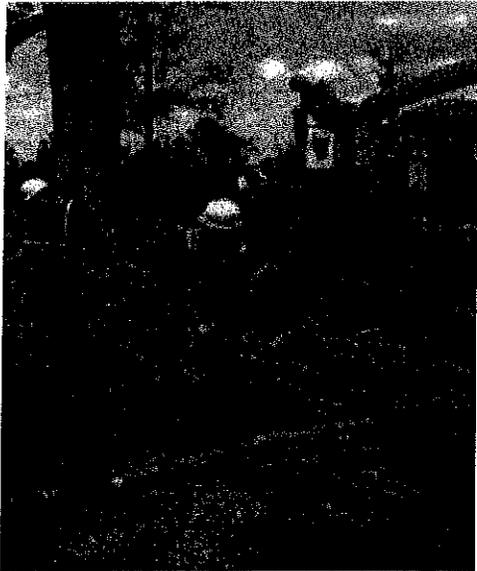
Debris Removal in Pamlico Co., NC



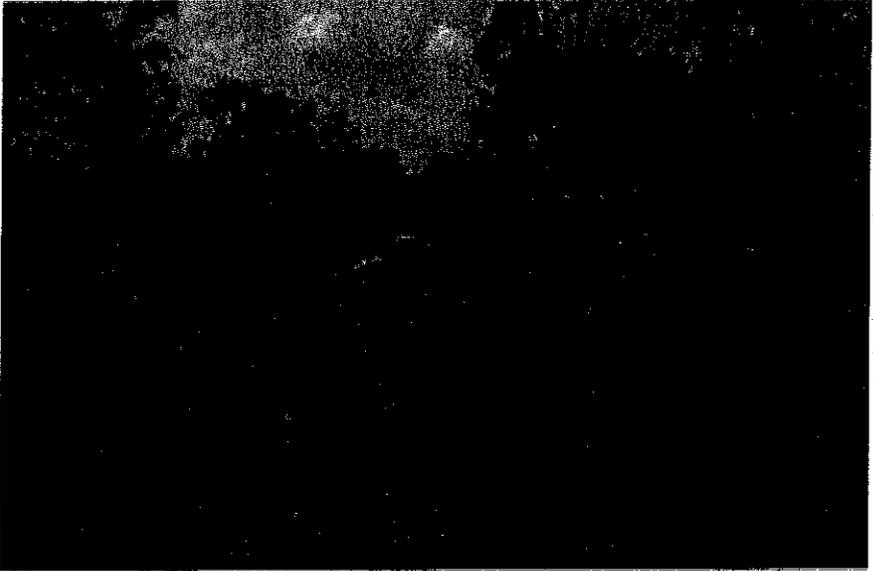
Demolition in New Orleans following Hurricane Katrina – Slidell, LA



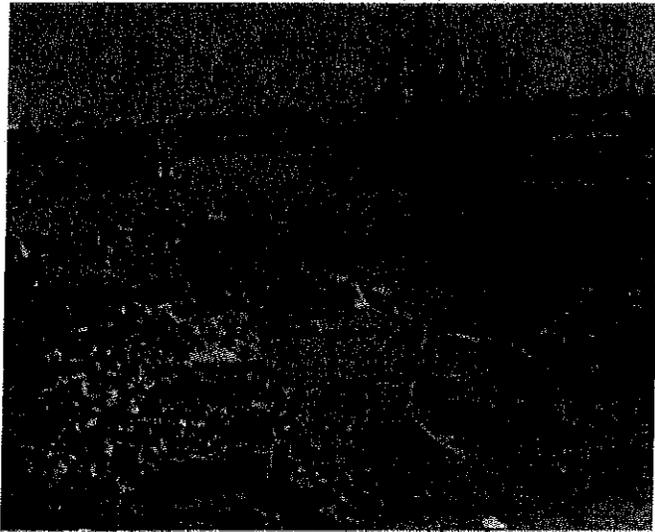
ROE Debris Removal – Slidell, LA



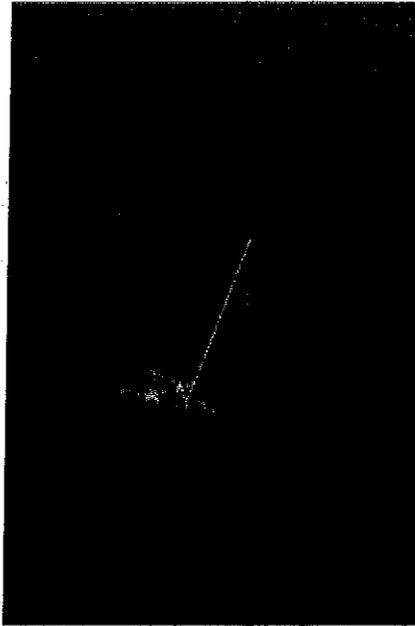
Tree Debris Removal – Washington Parish, LA



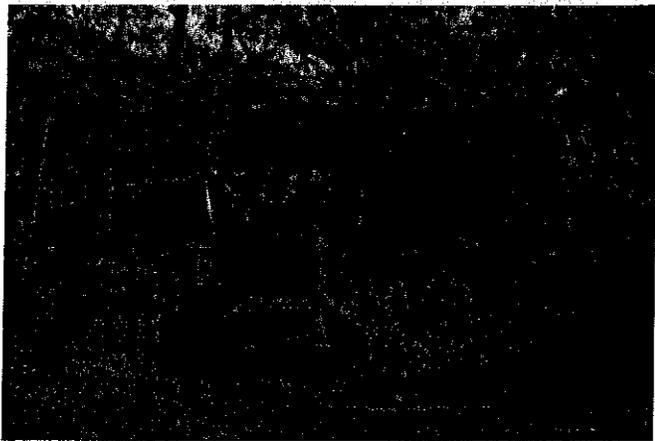
Vegetative Debris Removal – Washington Parish, LA



Hazardous Waste Material Storage - Monroe Co., FL



Difficult Vessel Debris Removal



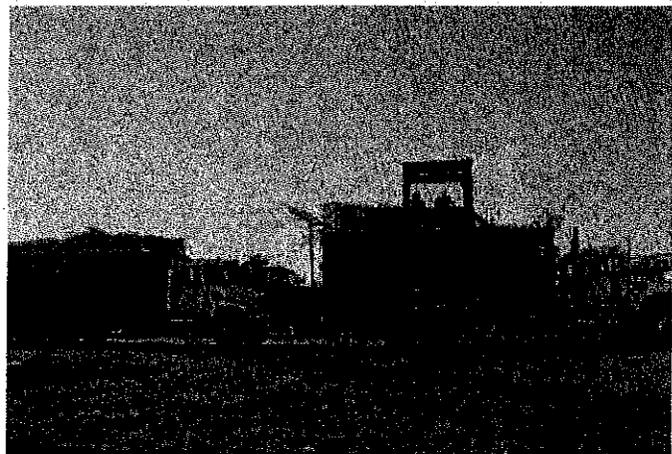
Debris Removal - Southern Shores, NC



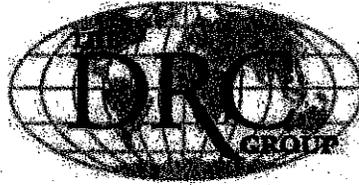
Canal Debris Removal - Plaquemines Parish, LA



Barge Removal



Trucks and Inspection Tower



COMPLAINT FORM

DATE: _____
PHONE: _____

NAME: _____
ADDRESS: _____

Cross Streets: _____

NATURE OF COMPLAINT:

STATUS OF COMPLAINT:

DATE: _____

FOLLOWED UP BY:

_____ DRC REPRESENTATIVE

DATE RESOLVED: _____

TERMS OF SETTLEMENT:

COMPLAINT TO BE BILLED TO:

I _____ LIVING AT _____

HEREBY RELEASE DRC, INC. AND ALL ENTITIES OF SUCH FROM ANY AND ALL LIABILITIES AND FUTURE
DAMAGED HAVE BEEN RESOLVED TO MY SATISFACTION.

PROPERTY OWNER SIGNATURE

DATE

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET - Damage Description and Scope of Work Continuation Sheet

O.M.B. No. 1660-0017
Expires October 31, 2008

DISASTER

PROJECT NO.

PA ID NO.

DATE

CATEGORY

FEMA-_____-DR-_____-

APPLICANT

COUNTY

PREPARED BY:

TITLE:

PROJECT WORKSHEET INSTRUCTIONS

The Project Worksheet must be completed for each identified damaged project. A project may include damages more than one site.

After completing all Project Worksheets, submit the worksheets to your Public Assistance Coordinator.

Identifying Information

Disaster: Indicate the disaster declaration number as established by FEMA (i.e. "FEMA 1136-DR-TN", etc.).

Project No.: Indicate the project designation number you established to track the project in your system (i.e. 1,2,3, etc.).

PA ID No.: Indicate your Public Assistance identification number on this space. This is optional.

Date: Indicate the date the worksheet was prepared in MM/DD/YY format.

Category: Indicate the category of the project according to FEMA specified work categories (i.e., A,B,C,D,E,F,G). This is optional.

Applicant: Name of the government or other legal entity to which the funds will be awarded.

County: Name of the county where the damaged facility is located. If located in multiple counties, indicate "Multi-County."

Damage facility: Identify the facility and describe its basic function and pre-disaster condition.

Work Complete as of: Indicate the date the work was assessed in the format of MM/DD/YY and the percentage of work completed to that date.

Location: This item can range anywhere from an "address," "intersection of...", "1 mile south of...on..." to "county wide." If damages are in different locations or different counties please list each location. Include latitude and longitude of the project if known.

Damage Description and Dimensions: Describe the disaster-related damage to the facility, including the cause of the damage and the area or components affected.

Scope of Work: List work that has been completed, and work to be completed, which, is necessary to repair disaster-related damage.

Does the Scope of Work change the pre-disaster conditions of the site: If the work described under the Scope of Work changes the site conditions (i.e. increases/decreases the size or function of the facility or does not replace damage components in kind with like materials), check (x) yes. If the Scope of Work returns the site to its pre-disaster configuration, capacity and dimensions check (x) no.

Special Considerations: If the project includes insurable work, and/or is affected by environmental (NEPA) or historic concerns, check (x) either the Yes or No box so that appropriate action can be initiated to avoid delays in funding. Refer to *Applicant Handbook* for further information.

Hazard Mitigation: If the pre-disaster conditions at the site can be changed to prevent or reduce the disaster-related damage, check (x) Yes. If no opportunities for hazard mitigation exist check (x) no. Appropriate action will be initiated and avoid delays in funding. Refer to *Applicant Handbook* for further information.

Is there insurance coverage on this facility: Federal law requires that FEMA be notified of any entitlement for proceeds to repair disaster-related damages from insurance or any other source. Check (x) yes if any funding or proceeds can be received for the work within the Scope of Work from any source besides FEMA.

Project Cost

Item: Indicate the item number on the column (i.e. 1, 2, 3, etc.). Use additional forms as necessary to include all items.

Code: If using the FEMA cost codes, place the appropriate number here.

Narrative: Indicate the work, material or service that best describes the work (i.e. "force account labor overtime", "42 in. RCP", "sheet rock replacement", etc.).

Quantity/Unit: List the amount of units and the unit of measure ("48/cy", "32/lf", "6/ea", etc.).

Unit Price: Indicate the price per unit.

Cost: This item can be developed from cost to date, contracts, bids, applicant's experience in that particular repair work, books which lend themselves to work estimates, such as RS Means, or by using cost codes supplied by FEMA.

Total Cost: Record total cost of the project.

Prepared By: Record the name, title, and signature of the person completing the Project Worksheet.

Applicant Rep.: Record the name, title, and signature of Applicant's representative.

Records Requirements

Please review the *Applicant Handbook, FEMA 323* for detailed instructions and examples.

For all completed work, the applicant must keep the following records:

- *Force account labor documentation sheets identifying the employee, hours worked, date and location;
- *Force account equipment documentation sheets identifying specific equipment, operator, usage by hour/mile and cost used;
- *Material documentation sheets identifying the type of material, quantity used and cost;
- *Copies of all contracts for work and any lease/rental equipment costs.

For all estimated work, keep calculations, quantity estimates, pricing information, etc. as part of the records to document the "cost/estimate" for which funding is being requested.

DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
VALIDATION WORKSHEET

DISASTER:

FEMA-

-DR-

APPLICANT

PA ID NO.

PROJECT WORKSHEET NO.

SPECIALIST

AGENCY

TELEPHONE NO.

I- GENERAL- ALL PROJECTS

VALIDATION ITEM

REMARKS

- Review projects
- Visit site
- Statement of work
 - Accurate
 - Complete
 - Eligible
- Pictures
- Sketches/drawings

II- COMPLETED WORK

- Forced Account Labor
 - Eligible employee
 - Hours
 - Regular
 - Overtime
- Fringe benefits
 - Regular
 - Overtime
- Calculations

III- FORCE ACCOUNT EQUIPMENT

- Labor hours exceeds or match Equipment hours
- FEMA rates used
- PAC approved rates used
- Mileage used for automobiles, busses, pickups, and ambulances
- Calculations

IV- LEASED/RENTAL EQUIPMENT

- Invoice
- Price reasonable
- Operation/labor cost
- Gasoline/oil/lubricants
- Eligible repairs/parts
- Calculations

V- MATERIALS

- Purchase orders/invoices
- Inventory records/stock tickets
- Calculations

VI- CONTRACT

VALIDATION ITEM

REMARKS

- Price reasonable
- Competitive bids
- Exception
- Follow procurement procedures
- Calculations

VII- WORK TO BE COMPLETED

- Cost estimating method approved by PAC
- Calculations

VIII- SPECIAL CONSIDERATIONS

- Insurance
- Mitigation
- Environmental
- Historic

ADDITIONAL REMARKS

DRAFT AIA Document G705™ - 2001

List of Subcontractors

PROJECT: (Name and address)
*

DATE:

TO ARCHITECT: (Name and address)

ARCHITECT'S PROJECT NUMBER:
*

FROM CONTRACTOR: (Name and address)

CONTRACTOR'S PROJECT NUMBER:
*

(List Subcontractors and others proposed to be employed on the above Project as required by the bidding documents.)

Work/Firm Name

Address/Phone

Superintendent

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User Notes:

(1279551293)

DRAFT AIA Document G807™ - 2001

Project Team Directory

PROJECT: (Name and address)

PROJECT NUMBER: *

(Indicate firm name, address, and telephone and fax numbers, as well as an e-mail address, for each Project Team participant listed below)

OWNER:

Designated Representative:

Reviewers of Architect's Submittals:

Attorneys:

Insurance Advisors:

Accountants:

Owner's Consultants:

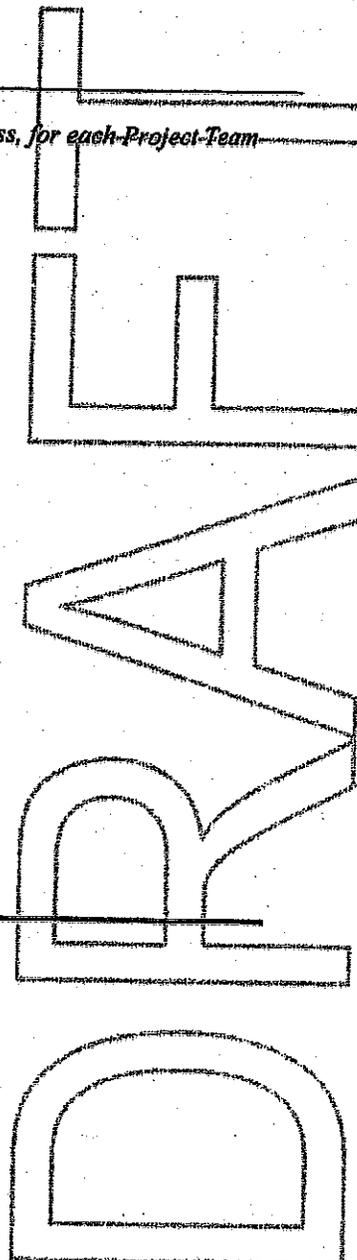
Owner's Separate Contractors:

ARCHITECT:

Architect's Designated Representative:

Project Architect/Manager:

Architect's Consultants:



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User Notes:

(890938537)



DRC Emergency Services, LLC
740 Museum Drive • Mobile, AL 36608
1-888-721-4372 • 1-251-343-3581 • FAX 1-251-343-5554

April 11, 2013

City of Fort Lauderdale
City Hall, Procurement Services Division
100 N. Andrews Avenue, Suite 619
Fort Lauderdale, FL 33301

Re: Disaster and Debris Management Services, 633-11201

Dear Sir or Madam,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and the City of Fort Lauderdale our proposal to provide Disaster Debris Management Services as required in the above referenced ITB. As veterans of numerous disaster recovery events, we understand the importance of preparation in ensuring a timely and successful response to natural and man-made disasters. Gerald Lee Busby, President or Cary A. DesRoches, Secretary/Treasurer, are authorized to legally bind DRC Emergency Services, LLC to the terms and conditions of this proposal. Evidence of their authority to sign is attached to this letter.

DRC Emergency Services, LLC, is among the leading disaster management companies in the United States. Our commitment to professional, honest and immediate disaster recovery combined with our financial stability, experience and resources, ensures that DRC is the most qualified company to work with you to rebuild your community should the need arise. We have read and thoroughly understand the requirements set forth in the solicitation, have visited and researched the unique needs of your area, and are ready to work with you to develop the most successful plan of action should your community ever be affected by a disaster event.

As one of the leading disaster management companies in the United States, we have developed one of the most capable recovery teams in the nation. Our permanent staff is NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris. DRC values client and local community relations, and has had overwhelming success with training programs, pre-event planning workshops, quality control and safety. Our past performance and references, included in this proposal, will demonstrate our commitment to rebuilding and returning your community to a sense of normalcy.

Examples of DRC's capabilities include:

- ❖ During the 2004 Hurricane season, DRC and its affiliates and subcontractors worked 37 simultaneous, separate contracts performing a total of over \$150,000,000 in emergency work, and recovering over 10,000,000 cubic yards of debris in a four and half month period.
- ❖ During 2005 and 2006, DRC and its affiliates and subcontractors worked on damages from Hurricanes Katrina, Rita and Wilma from the Florida Keys to Louisiana all the way to Houston, Texas.



- ❖ Following Hurricane Ike and Gustav, DRC established industry benchmarks in Houston, Texas by achieving a FEMA record for hauling debris in a single day under a FEMA disaster declaration project.
- ❖ DRC was involved in multiple aspects of the recovery and reconstruction effort following the devastating 2010 earthquake in Haiti that left much of the country in ruins. Some of DRC's projects included several body recovery initiatives, debris removal and demolition, as well the provision of temporary and long-term life support facilities.
- ❖ In the aftermath of the Deepwater Horizon Oil Spill, DRC was successfully classified as an Oil Spill Removal Organization (OSRO) by the United States Coast Guard. Participation in this program allowed DRC to provide professionally recognized services to Escambia County, Florida as well as Plaquemines Parish, Terrebonne Parish, and Lafitte Parish, Louisiana.
- ❖ In early April 2011, a severe weather event culminated in easily the most prolific, active month for tornados on record in the United States. DRC was contracted by more than five separate entities to perform debris removal services for more than 25 separate contracts. Some of the entities included the North Carolina Department of Transportation, the Alabama Department of Transportation, the Alabama Department of Conservation and Natural Resources, the City of Birmingham, USACE in Joplin, Missouri, as well as various other small cities and townships.
- ❖ On August 29th of 2012, Hurricane Isaac made landfall over Southeastern Louisiana. DRC was activated by 9 of our clients in Louisiana, including St. Charles Parish, New Orleans, East Baton Rouge Parish, St. John Parish, Jefferson Parish and the LADOTD. DRC responded to each of these activations immediately and independently. DRC completed the debris removal and associated activities within 60 days from activation.
- ❖ On October 29th of 2012, Super Storm Sandy made landfall over Northeastern United States, primarily affecting the States of New York and New Jersey. DRC was hired to remove debris from the New York DOT roads on Long Island in Suffolk and Nassau Counties. In New Jersey, we were hired to clean up Piscataway.

Since 2001, DRC has been the trusted choice to serve towns, cities and countries across the world with disaster recovery services. The following proposal will outline how DRC's experience, qualifications, and approach makes DRC uniquely suited to assist the City of Fort Lauderdale with all aspects of the disaster recovery process, as required. DRC, owned by Seven Continents Holdings, LLLP, is the only company interested in the proposal as a principal. The proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your invitation to bid.

If we may offer any additional information or clarifications regarding our experience or capabilities, please let us know. Thank you for the opportunity to offer our proposal and we look forward to working with the City of Fort Lauderdale in the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gerald Lee Busby'.

Gerald Lee Busby, President or
Cary A. DesRoches, Secretary/Treasurer

**RESOLUTION
OF
DRC EMERGENCY SERVICES, LLC**

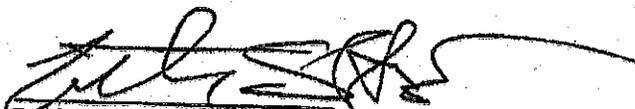
The undersigned authorized representatives of Seven Continents Holdings, LLLP, acting on behalf of the sole member of DRC Emergency Services, LLC (the "Company"), and pursuant to the provisions of the Operating Agreement of the Company, do hereby adopt the following resolution and take the actions set forth herein:

BE IT RESOLVED that Gerald Lee Busby in the capacity as President/CEO of the Company is authorized to execute any and all documents necessary for the submissions of bids, proposals and other contract documents on behalf of DRC Emergency Services, LLC.

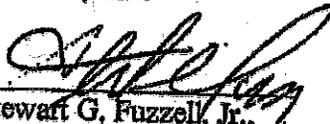
BE IT FURTHER RESOLVED that Cary A. Des Roches in the capacity as Secretary/Treasurer of the Company is authorized to execute any and all documents necessary for the submission of bids, proposals and other contract documents on behalf of DRC Emergency Services, LLC.

Thus done and signed on this 1st day of March 2013.

**SEVEN CONTINENTS HOLDINGS,
LLLP**



**Luther S. Pate, IV,
for Seven Continents Holdings,
LLLP as sole member of DRC Emergency
Services, LLC**



**Stewart G. Fuzzell, Jr.,
for Seven Continents Holdings,
LLLP as sole member of DRC Emergency
Services, LLC**

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
DRC Emergency Services, LLC (Here insert full name and address or legal title of Contractor)
740 Museum Drive, Mobile, Alabama 36608

as Principal, hereinafter called the Principal, and
Liberty Mutual Insurance Company (Here insert full name and address or legal title of Surety)
175 Berkeley Street, Boston, Massachusetts 02116

a corporation duly organized under the laws of the State of Massachusetts
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Fort Lauderdale (Here insert full name and address or legal title of Owner)
100 N. Andrews Avenue, Ft. Lauderdale, Florida 33301

as Obligee, hereinafter called the Obligee, in the sum of
Five Percent (5%) of the Amount Bid----- Dollars (\$),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)
Disaster and Debris Management Services #633-11201

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of April, 2013

(Witness)

DRC Emergency Services, LLC
(Principal) (Seal)

(Title)

(Witness)
FL Countersigning Agent:

Robert Corley McLendon

Liberty Mutual Insurance Company
(Surety) (Seal)

Kathleen B. Scarborough (Title) Attorney-In-Fact

Fisher Brown Bottrell Ins.
P O Box 711, Pensacola, FL 32591

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5294050

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

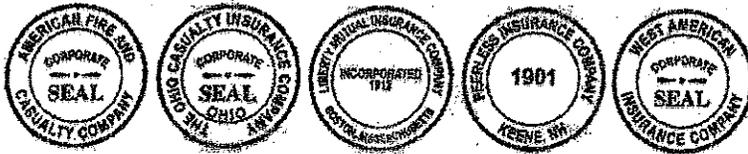
Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **JIM E. BRASHIER, TROY P. WAGENER, LOREN RICHARD HOWELL JR., NORMA J. MCMAHON, ANDREW P. RICE, KATHLEEN B. SCARBOROUGH, KIMBERLY B. BARNHUM, JOHN PITTMAN SR., CHRISTOPHER H. BOONE, DAVID FORTENBERRY, CHARLES R. FROST JR., R. T. JONES, SCOTT NAUGLE, MARY J. NORVAL, PAUL A. SALA JR., L. W. TISDALE, SHARON TUTEN, DEWEY ELISE BRASHIER,**

all of the city of BILOXI, state of MISSISSIPPI, each individually if there be more than one named, his true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON
COUNTY OF KING

On this 5th day of April, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have herunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have herunto set my hand and affixed the seals of said Companies this 11th day of April, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

POA - AFCC, LMIC, OCIC, PIC & WAIC
LMS_12873_012012

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

ITB 633-11201
DISASTER AND DEBRIS MANAGEMENT SERVICES

ISSUED March 20, 2013

1. This addendum is being issued to make the following change:
 - a. Replace ITB PART I - INFORMATION / SPECIAL CONDITIONS, item 02, with the following revised item 02:

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Rick Andrews at (954) 828-4357 or email at randrews@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

2. All other terms, conditions, and specifications remain unchanged.



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

ITB 633-11201
DISASTER AND DEBRIS MANAGEMENT SERVICES

ISSUED March 20, 2013

Kirk W. Buffington, CPPO, C.P.M. MBA
Deputy Director of Finance

Company
Name: DRC Emergency Services, LLC
(please print)

Bidder's
Signature:

[Handwritten Signature]

Date: 4-10-13

Question and Answers for Bid #633-11201 - Disaster and Debris Management Services

OVERALL BID QUESTIONS

Question 1

Part I - Information/Special Conditions, paragraph 02. states, "Contractor's please note: Proposal shall be submitted as stated in Part VI - Requirements of the Proposal."

Upon close review, "Part VI - Requirements of the Proposal" cannot be located within the solicitation documents. More information is needed in order to provide a responsive and responsible proposal.

Please advise. (Submitted: Apr 3, 2013 1:41:53 PM EDT)

Answer

- See Addendum No. 1 (Answered: Apr 4, 2013 7:55:02 AM EDT)

Question 2

"Dear Mr. Andrews,

This is Michele Allen, Proposal Writer with Phillips & Jordan, Incorporated writing you with a question regarding ITB No. 633-11201 for Disaster and Debris Management Services. Item H. on pg. 11 of the ITB document requests:

"H. Bidder shall provide a notarized letter from a bank verifying an available line of credit in the amount of twenty-five million dollars (\$25,000,000) with their proposal response."

Currently we do not have a line in place with our bank for that amount. Would it satisfy the requirement of the ITB if Phillips & Jordan could provide a notarized letter from our bank guaranteeing that we could obtain a line of credit in this amount if needed?

Please respond at your earliest convenience. Thank you for your time." (Submitted: Apr 3, 2013 2:06:41 PM EDT)

Answer

- No, per ITB PART I - INFORMATION / SPECIAL CONDITIONS, PARAGRAPH 05. H, Bidder shall provide a notarized letter from a bank verifying an available line of credit in the amount of twenty-five million dollars (\$25,000,000) with their proposal response. (Answered: Apr 4, 2013 7:55:02 AM EDT)

Question 3

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

- a. Will each pricing proposal be analyzed and refined to become one total number which can then be compared to the other proposals, and if so, what is the formula that will be used to derive that total number?
- b. Will some of the line item prices offered be excluded from the pricing evaluation? If so, which line items will be included and which will be excluded?
- c. Will extended totals (unit price multiplied by estimated quantity) be used to evaluate pricing, and if so, what estimated quantities and what line items will be used to derive the extended totals that will be evaluated? (Submitted: Apr 4, 2013 4:39:32 PM EDT)

Answer

- This is an Invitation to Bid (ITB) where the lowest responsive and responsible bidder is recommended for award.

a. Total overall bid prices from each Bidder will be compared.

b. Bid line items 633-11201-01-01 through 633-11201-01-30 are included in the lowest responsive and responsible bidder determination.

c. Yes, ITB stated estimated quantities for bid line items 633-11201-01-01 through 633-11201-01-30 will be multiplied by Bidder submitted unit pricing to determine lowest responsive Bidder. Note that BidSync automatically extends Bidder submitted unit pricing by ITB estimated quantities. (Answered: Apr 5, 2013 3:01:02 PM EDT)

Question 4

Is the City only requesting hourly pricing for personnel and equipment? or is there another pricing worksheet that should be used other than Exhibit A-1 and A-2? (Submitted: Apr 4, 2013 4:40:46 PM EDT)

Answer

- No, only Exhibit A-1 and A-2 shall be used for hourly personnel and equipment. Per ITB PART I - INFORMATION / SPECIAL CONDITIONS, PARAGRAPH 06, ".....the Bidder shall provide hourly labor and equipment rates for the items listed in EXHIBITS A-1 and A-2 of this ITB." (Answered: Apr 5, 2013 3:01:02 PM EDT)

Question Deadline: Apr 4, 2013 5:00:00 PM EDT

ATTACHMENT B

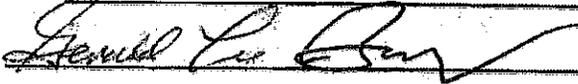
E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: 633-11201Project Description: Disaster and Debris Management Services

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: DRC Emergency Services, LLCAuthorized Company Person's Signature: Authorized Company Person's Title: President or Secretary/TreasurerDate: 4-10-13



Employment Eligibility Verification

Welcome
Jamie Lovitte

User ID
JLOV1969

Last Login
12:05 PM - 01/05/2011

Log Out



- Home
- My Cases
- New Case
- View Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Contact Us

Company Information

Company Name: DRC Emergency Services, LLC

[View / Edit](#)

Company ID Number: 99249

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1: 740 Museum Drive

Address 2:

City: Mobile

State: AL

Zip Code: 36608

County: MOBILE

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 631283729

Total Number of Employees: 20 to 99

Parent Organization:

Administrator:

Organization Designation:

Employer Category:

NAICS Code: 561 - ADMINISTRATIVE AND SUPPORT SERVICES

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 4

[View / Edit](#)

[View MOU](#)

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

633-11201

Disaster and Debris Management Services



CITY OF FORT LAUDERDALE

Rick Andrews

954-828-4357

EXHIBIT A-1

PRICE FORM

CITY OF FORT LAUDERDALE - ITB FOR DISASTER AND DEBRIS MANAGEMENT

Bidder shall provide hourly rates for key personnel and other personnel included in its organizational structure and operational plan. Bidder shall invoice the City using hourly rates only during events that are not declared emergencies and during the first seventy (70) hours after a declared emergency.

LABOR CATEGORY	HOURLY LABOR RATE
Project Manager	\$ 75.00
Crew Foreman	\$ 65.00
Laborer with small hand tools	\$ 36.00
Sawman with saw	\$ 42.00
Flagger	\$ 36.00
Climber with gear	\$ 85.00
Mechanic	\$ 50.00
	\$
	\$
	\$
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	\$
	\$

Use additional sheets if necessary.

EXHIBIT A-2

**PRICE FORM
CITY OF FORT LAUDERDALE - ITB FOR DISASTER AND DEBRIS MANAGEMENT**

Bidder shall provide hourly rates for equipment that are inclusive of the equipment operator. Bidder shall invoice the City using hourly rates only during events that are not declared emergencies and during the first seventy (70) hours after a declared emergency.

EQUIPMENT TYPE	HOURLY EQUIPMENT RATE
JD 544 Wheel Loader or Equivalent	\$ 190.00
JD 644 Wheel Loader or Equivalent	\$ 195.00
753 Bobcat Skid Steer Loader	\$ 98.00
210 Prentis knuckleboom withy debris grapple	\$ 135.00
30 Ton Crane	\$ 150.00
50 Ton Crane	\$ 165.00
40-60' Bucket Truck	\$ 175.00
Self Loading Dump Truck	\$ 150.00
Dump Truck 16-20 Cubic Yard	\$ 75.00
Dump Truck 21-30 Cubic Yard	\$ 90.00
Dump Truck 31-50 Cubic Yard	\$ 115.00
	\$
	\$
	\$
	\$

Use additional sheets if necessary.

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name: **City of Houston, Texas**
 Address: **611 Walker Street, 12th Floor Houston, TX 77002**
 Contact Name: **Harry Hayes, Director of Solid Waste or Vic Ayers, Deputy Director**
 Telephone: **713-837-9103**

Company Name: **Monroe County, FL**
 Address: **1100 Simonton Street, 2-216 Key West, FL 33040**
 Contact Name: **Judith Clarke**
 Telephone: **(305) 295-4329**

Company Name: **Martin County, FL**
 Address: **2151 SE Aviation Way Stuart, FL**
 Contact Name: **Darrell Wright**
 Telephone: **772-260-6066**

2. Number of years experience the proposer has had in providing similar services:
12 Years

3. Have you ever failed to complete work awarded to you? If so, where and why?
No

4. List appropriate licenses as issued by Broward County.
Registered with the FL Secretary of State
FL Contractor's License: CRC1330086

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

DRC currently has 49 employees. DRC is familiar with Fort Lauderdale and the surrounding area, having responded to events in that area in the past. As a result, DRC has developed strong relationships with local and minority subcontractors, suppliers, equipment leasing companies and other resources. Please see attached for full list of key personnel and a description of DRC's nationally recognized local subcontractor resource program.

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.

DRC is, financially, one of the strongest groups in its industry and class having managed and completed dozens of multimillion dollar contracts. By offering a diverse array of high-quality professional services, DRC has maintained its financial soundness at times when other companies in the industry have struggled to perform. DRC has a healthy base of corporate assets in real property, equipment, funds, and credit and is financially capable of responding to any event or challenge. Some highlights of DRC's financial capability:

- DRC has a total bonding capacity of at least \$100,000,000.**
- DRC is capable of insuring projects in any amount and our key coverages are unlimited in amount.**
- In 2008, following Hurricanes Ike and Gustav, DRC provided debris removal services for**

36 separate contracts, including the cities of New Orleans, Houston, and Galveston. These were simultaneously provided disaster management services. The total value of these contracts is currently estimated at \$200,000,000.00

•In 2005-2006, DRC mobilized, performed, and completed a contract of over \$100,000,000 for the Louisiana Department of Transportation and Development in response to Hurricane Katrina while performing on numerous other projects across the nation.

•During the 2004 Hurricane season, DRC worked 37 separate contracts performing a total of over \$150,000,000 in emergency work, and recovering of over 10,000,000 cubic yards of debris in a four and half month period. Throughout this entire period, all subcontractors were paid on a weekly basis, even though DRC often had to wait up to 30 to 60 days for interim invoice payments.

•DRC has not failed to complete any work awarded to it, has not defaulted on any contracts, has met all financial contractual obligations, and has never filed for bankruptcy.

Please see attached for additional evidence of our financial stability.

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

No such relationship exists

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class Item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II. DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and

organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized

standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the

Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: **Gerald Lee Busby or Cary A. DesRoches**

4-10-13

(Authorized signature)

(date)

Name (printed) **Gerald Lee Busby or Cary A. DesRoches**Title: **President or Secretary/Treasurer**

Company: (Legal Registration) **DRC Emergency Services, LLC**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: **740 Museum Drive**

City: **Mobile**State: **AL** Zip: **36608**

Telephone No. **251-343-3581**FAX No. **251-343-5554**Email: **cwalker@drcusa.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **Immediately upon NTP**

Payment Terms (section 1.04): **NET30**Total Bid Discount (section 1.05): **none**

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No. Date Issued

Addendum 1 issued March 20, 2013

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES

NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations: **none**

revised 11-29-11