

Disaster Debris Contract

THIS CONTRACT is made and entered this the 4 day of October 2023, by and between **Polk County**, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY") and **DRC Emergency Services, LLC**, a corporation duly authorized to do business in the State of Texas, (Hereinafter referred to as ("CONTRACTOR").

For and in consideration of mutual promises to each as hereinafter set forth, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES. CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in Polk County's Request for Proposals regarding Emergency Disaster Debris Removal, Reduction, Disposal, and other Debris-Related Services. This contract will cover Polk County, Texas and the cities of Corrigan, Goodrich, Onalaska, and Seven Oaks, and may be used to cover other jurisdictions within Polk County, Texas through a mutual aid agreement. CONTRACTOR must track disaster debris amounts removed, managed, and disposed of from each jurisdiction and keep those amounts separate in load tickets, unit rate tickets, logs, and reports provided to COUNTY. This Contract is on an "as needed" basis and no work shall be performed pursuant to this Contract without a written Notice to Proceed from the County to the Contractor. The Notice to Proceed shall be sent as detailed in the Written Notice to Proceed section of this contract. As soon as practicable following the Notice to Proceed, County will provide Contractor with a written Task Order that includes the specific services to be provided and a "Not to Exceed Notice" which details the maximum price for the job.

Exhibits "A" (Clauses required by C.F.R.) and "B" (Certification regarding Lobbying) and "Exhibit C" (DRC Emergency Services, LLC's Negotiated Final Price Rates) and "Exhibit D" (DRC Emergency Services, LLC's response to County's RFP) and "Exhibit E" (Polk County's Request for Proposals) attached hereto are hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance. The Services shall commence upon written notice to proceed from COUNTY. For each event in which this Contract is activated the COUNTY and the CONTRACTOR will develop a project completion date. The project completion date may be revised if mutually agreed upon by the COUNTY and CONTRACTOR.

1. **TERM OF CONTRACT.** The term of the Contract for Services shall be 2 years from the date of the award, with an option to extend the contract for an additional 12 months upon mutual consent. All prices must remain firm during the duration of the Contract and any extensions.
2. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall submit invoices to COUNTY weekly and shall receive from COUNTY the amounts set forth in "Exhibit C" as the applicable unit prices multiplied by those quantities agreed to by the COUNTY's appointed Debris Monitor.

COUNTY agrees to pay CONTRACTOR at the rates specified in "Exhibit C" (which is attached hereto and incorporated by reference as if fully recited herein), for Services performed to the satisfaction of the COUNTY, in accordance with this Contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the COUNTY by the end of each week during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by the COUNTY.

3. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state, and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract, taxes shall include, but not be limited to, Federal and State Income, Social Security, and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

4. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration (arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with Texas Workers' Compensation laws and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by law. CONTRACTOR shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 for each employee for injury or disease. CONTRACTOR shall name the COUNTY as an additional insured on all insurance policies.

Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence / \$2,000,000 aggregate – Bodily Injury Liability, and
\$1,000,000 – per occurrence / \$1,000,000 annual aggregate – Commercial General Liability
\$100,000 – Property Damage Liability, or
\$1,000,000 per occurrence / \$2,000,000 aggregate – Combined Single Limit Bodily Injury and Property Damage

The CONTRACTOR shall maintain during the life of this contract automobile/vehicle liability insurance. Such coverage shall be written in a comprehensive form covering owned, non-owned, and leased vehicles. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000.

CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination, or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of Texas. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that

are authorized by the Commissioner of Insurance to do business in Texas. The CONTRACTOR shall at all times comply with the terms of such insurance policies, except as they may conflict with existing Texas laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

5. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. The contractor shall assign a safety officer to the project for the duration of the contract.
6. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

In addition to the foregoing, CONTRACTOR further agrees as follows:

(A) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(B) CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(C) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(D) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(E) In the event, the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law, or this provision, this Contract may be canceled, terminated, or suspended in whole or in part by the COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

(F) CONTRACTOR will handle debris management activities in the jurisdictions in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Texas

Department of Health (TDH), Natural Resources Conservation Services (NRCS), Texas Historical Commission (THC), and the Texas Commission on Environmental Quality (TCEQ) in conjunction with County's needs.

7. **SUB-CONTRACTING.** CONTRACTOR shall not discriminate against any potential sub-contractor because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that historically underutilized businesses, women-owned businesses, and minority-owned businesses are given a chance to provide sub-contracting work under this contract. Additionally, all subcontractors shall be treated fairly and legally with regard to their age, sex, race, creed, national origin, or disability. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law or this provision, this Contract may be canceled, terminated, or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts. CONTRACTOR is allowed to subcontract a portion of the work performed under this contract. However, the CONTRACTOR must first obtain the COUNTY's consent prior to hiring a sub-contractor.
8. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of Texas. All actions relating in any way to this Contract shall be brought in District Court in POLK County, Texas.
9. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party at any time upon giving thirty (30) days' written notice to the other party. This termination notice period shall start upon mailing of the notice of termination via registered or certified mail, return receipt requested. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.
10. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of the COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of the COUNTY.
11. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it follows all federal, state, and local laws, regulations, or orders, as amended, or supplemented. The implementation of this Contract shall be carried out in strict compliance with all federal, state, or local laws, including those specifically listed hereinbelow.
12. **COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT.** CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.


- 13. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- 14. COMPLIANCE WITH THE CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. CONTRACTOR agrees to report each violation to COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- 15. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:
- Polk County
602 E. Church Street, Suite 165
Livingston, Texas 77351
(936) 327-6826
- DRC Emergency Services, LLC
Kristy Fuentes
111 Veterans Boulevard, Ste. 401
Metairie, LA 70005
(888) 721-4372
- 16. RECORDS RETENTION AND REVIEW.** The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the COUNTY for a period of seven (7) years following the receipt of final payment for the services referenced herein.
- 17. AUDIT RIGHTS.** For all Services being provided hereunder, the COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records, and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, the CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
- 18. COUNTY IS NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to the CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless otherwise agreed in writing.
- 19. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing. The CONTRACTOR must utilize mechanical equipment to load the debris and the CONTRACTOR must reasonably compact debris into trucks and trailers in accordance with FEMA requirements and guidelines.

20. **ENTIRE CONTRACT.** This Contract, including Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", and Exhibit "E", shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
21. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
22. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and is duly qualified to do business in the State of Texas and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
23. **CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.
24. **WRITTEN NOTICE TO PROCEED.** The COUNTY shall issue an official written Notice to Proceed for the services referenced in the contract. The Notice to Proceed shall be sent via email or facsimile. If the Contractor's authorized representative is on site in the Procurer's jurisdiction, then the written notice to proceed may be hand delivered. Under no circumstances shall the COUNTY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.
25. **AMENDMENTS.** This contract shall not be modified or otherwise amended except in writing and signed by authorized personnel on behalf of both parties. All change orders shall be in writing. Oral changes are expressly prohibited and will not be recognized.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officers or agent.

DRC EMERGENCY SERVICES, LLC.

BY:



Signature

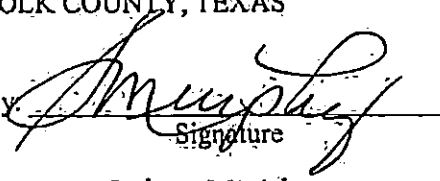
NAME: Kristy Fuentes

Printed

TITLE: Vice President, Secretary, Treasurer

POLK COUNTY, TEXAS

BY:



Signature

NAME: Sydney Murphy

Printed

TITLE: Polk County Judge

EXHIBIT "A"

For purposes of the provisions below, Polk County shall be referenced as "GOVERNMENT" and DRC Emergency Services, LLC shall be referenced as "CONTRACTOR."

(A) LIQUIDATED DAMAGES (2 CFR §200.326 Appendix II to Part 200 (A))

(1) All work to be performed under this AGREEMENT shall be timely commenced. As a breach of this AGREEMENT would cause substantial delay in the completion of the required services affecting the safety and welfare of the public, the parties adopt the following liquidated damages clause.

(2) Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the GOVERNMENT as a consequence of such delay in performance. CONTRACTOR acknowledges and agrees that damages to GOVERNMENT from untimely performance are extremely difficult to determine, and accordingly, the CONTRACTOR agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

(a) Failure of the CONTRACTOR to meet the mobilization requirements under this AGREEMENT: \$100.00 per calendar day.

(3) The GOVERNMENT is authorized to deduct liquidated damage amounts from the monies due to CONTRACTOR for the work under this AGREEMENT, or as much thereof as the GOVERNMENT may, at its own option, deem just and reasonable.

(B) TERMINATION RIGHTS (2 CFR §200.326 Appendix II to Part 200 (B))

(1) Termination for Cause: GOVERNMENT may terminate this AGREEMENT for cause if the CONTRACTOR fails to take corrective action within thirty (30) days after written notice from the GOVERNMENT identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in the AGREEMENT, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the GOVERNMENT as set forth in the AGREEMENT, or multiple breaches of the provisions of the AGREEMENT notwithstanding whether any such breach was previously waived or cured.

(2) Termination for Convenience: GOVERNMENT may terminate this AGREEMENT for convenience upon no less than thirty (30) days written notice. In the event this AGREEMENT is terminated for convenience, CONTRACTOR be paid for any goods properly delivered and services properly performed to the date the AGREEMENT is deemed terminated; however, upon

being notified of GOVERNMENT's election to terminate, CONTRACTOR shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of this AGREEMENT. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from GOVERNMENT, the receipt and adequacy of which are hereby acknowledged for GOVERNMENT's right to terminate this AGREEMENT for convenience.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 and Ch. (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.), and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION (2 CFR §200.326 Appendix II to Part 200 (H))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (I))

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

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

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

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (J))

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and

assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. CONTRACT WITH THE ENEMY

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

O. SAFE WORK ENVIRONMENT

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

P. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS AND EXECUTIVE ORDERS

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

Q. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

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

R. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Contactor shall not enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

S. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as

aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

T. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

U. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, the CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

V. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

EXHIBIT B - CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

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

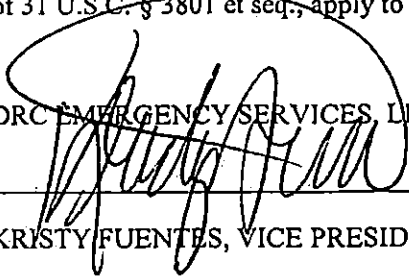
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

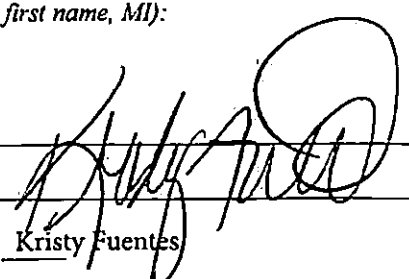
DRC EMERGENCY SERVICES, LLC


KRISTY FUENTES, VICE PRESIDENT OF COMPLIANCE AND ADMINISTRATION

Date: September, 26th, 2023

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: <u>Kristy Fuentes</u></p> <p>Title: <u>Vice President, Secretary, Treasurer</u></p> <p>Telephone No.: <u>888-721-4372</u> Date: <u>9/26/2023</u></p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

EXHIBIT C - DRC EMERGENCY SERVICES, LLC'S NEGOTIATED FINAL PRICE RATES

the estimated debris quantity and sign the load ticket. A copy will be submitted to the Procurer electronically, or if Contractor utilizes paper-carbon copy load tickets, they will keep the original copy, two copies will be given back to the vehicle operator and the remaining two copies will be provided to the Contractor.

- d. Loads of processed (e.g., chipped) debris being hauled from a DMS to a Procurer approved Final Disposal Site will follow the same load ticket procedures. A Procurer authorized representative will initiate the load ticket at the DMS. Another Procurer authorized representative will validate and sign the ticket at the Procurer approved Final Disposal Site.
- e. The Contractor shall give written notice of the location for work scheduled 24 hours in advance.

27.0 Price Schedule 1 – Clearance Price Schedule

SCHEDULE 1 - CLEARANCE PRICE SCHEDULE			
EQUIPMENT TYPE WITH OPERATOR CATEGORY	ESTIMATED HOURS	UNIT COST RATE	TOTAL PRICE
50' Bucket Truck	70	\$110.00	\$7,700.00
Crash Truck w/Impact Attenuator	70	\$50.00	\$3,500.00
Dozer, Tracked, D3 or Equivalent	70	\$85.00	\$5,950.00
Dozer, Tracked, D4 or Equivalent	70	\$90.00	\$6,300.00
Dozer, Tracked, D5 or Equivalent	70	\$95.00	\$6,650.00
Dozer, Tracked, D8 or Equivalent	70	\$100.00	\$7,000.00
Dump Truck, 16 +/- CY	70	\$50.00	\$3,500.00
Dump Truck, 20 +/- CY	70	\$55.00	\$3,850.00
Dump Truck, 38 +/- CY	70	\$60.00	\$4,200.00
Generator, 5.5 kW, List kW Capacity 4.5 kW	70	\$30.00	\$2,100.00
Generator, 200 kW, List kW Capacity 175 kW	70	\$110.00	\$7,700.00
Generator, 2,500 kW, List kW Capacity 2,250 kW	70	\$450.00	\$31,500.00
Light Plant with Fuel and Support	70	\$10.00	\$700.00
Graders w/12" Blade (Min. 30,000 LB)	70	\$110.00	\$7,700.00
Hydraulic Excavator, 1.5 CY	70	\$160.00	\$11,200.00
Hydraulic Excavator, 2.5 CY	70	\$170.00	\$11,900.00
Kunckleboom Loader	70	\$120.00	\$8,400.00
Lowboy Trailer w/ Tractor	70	\$60.00	\$4,200.00
Mobil Crane up to 15 Ton	70	\$150.00	\$10,500.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$35.00	\$2,450.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$45.00	\$3,150.00

Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$95.00	\$6,650.00
Vac Truck (Mist Capacity), List Capacity 2,000 gallon	70	\$120.00	\$8,400.00
Pickup Truck, 1 Ton	70	\$30.00	\$2,100.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$100.00	\$7,000.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$110.00	\$7,700.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$75.00	\$5,250.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$85.00	\$5,950.00
Tub Grinder, 800 to 1,000 HP	70	\$150.00	\$10,500.00
Hydraulic Excavator, 1.5 cy (w/ thumb)	70	\$185.00	\$12,950.00
Hydraulic Excavator, 2.5 cy (w/ thumb)	70	\$195.00	\$13,650.00
Truck, Flatbed	70	\$45.00	\$3,150.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	70	\$10.00	\$700.00
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	70	\$115.00	\$8,050.00
Wheel Loader, 3 CY, 152 HP	70	\$210.00	\$14,700.00
Wheel Loader, 4.0 CY, 200 HP	70	\$215.00	\$15,050.00
Wheel Loader, 1.5 CY, 95 HP	70	\$185.00	\$12,950.00

SCHEDULE 1 - CLEARANCE PRICE SCHEDULE (continued)

LABORER CATEGORY	ESTIMATED HOURS	UNIT COST RATE	TOTAL PRICE
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	70	\$65.00	\$4,550.00
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and miscellaneous supplies in support of crew	70	\$65.00	\$4,550.00
Tree Climber/ Chainsaw and Gear	70	\$75.00	\$5,250.00
Laborer w/ Chainsaw and Gear	70	\$55.00	\$3,850.00
Laborer w/ Small Tools, Traffic Control, or Flag Person	70	\$55.00	\$3,850.00
Bonded and Certified Security Personnel	70	\$45.00	\$3,150.00

CREW CATEGORY	ESTIMATED HOURS	UNIT COST RATE	TOTAL PRICE
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.	70	\$425.00	\$29,750.00

Note: all hours listed above are for evaluative purposes only and shall not be construed as a promise or guarantee for scope of services provided.

CONTRACTOR MAY NOT MODIFY SCHEDULE 1. CONTRACTOR MAY, HOWEVER, PROVIDE FOR INFORMATIONAL PURPOSES A SEPARATE LIST TITLED "RATES FOR AVAILABLE LABOR AND EQUIPMENT NOT LISTED BY PROCURER IN SCHEDULE 1, ESTIMATED AT 70 HOURS".

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE			
Reference to RFP Scope of Services. If a Contractor elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the Procurer.			
1 Vegetative Debris Removal			
Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a Procurer approved debris management site (DMS) or Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from public property and ROW and hauling to DMS or Procurer approved final disposal site.	300,000	\$8.24	\$2,472,000.00
2 C&D Debris Removal			
Work consists of the collection and transportation of eligible C&D on the ROW or public property to a DMS, then to a Procurer approved final disposal site or collection and transportation of eligible C&D on the ROW or public property and hauling to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Collection and transportation of eligible C&D debris on the ROW or public property and hauling to DMS, then to a Procurer approved final disposal site.	100,000	\$13.50	\$1,350,000.00
Collection and transportation of eligible C&D debris on the ROW or public property and hauling to a Procurer approved final disposal site.	100,000	\$8.92	\$892,000.00
3a Land-Based Operation to Remove Debris from Canals/ Waterways			
Work consists of the collection and transportation of eligible debris from Procurer maintained canals and waterways to a DMS and then to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from Procurer maintained canals/waterways and hauling to DMS, and then to a Procurer approved final disposal site.	100,000	\$9.98	\$998,000.00
3b Marine-Based Operation to Remove Debris from Canals /Waterways			
Work consists of the collection and transportation of eligible debris from Procurer maintained canals and waterways to a DMS and then to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total

Removing debris from Procurer maintained canals/waterways and hauling to DMS and then to a Procurer approved final disposal site.	100,000	\$29.98	\$2,998,000.00
4 Structure Demolition, Removal, Transport and Disposal			
Work consists of decommissioning, demolishing and disposing of Non-Regulated Asbestos Containing Material (Non-RACM) structures and Regulated Asbestos Containing Material (RACM) structures on public or private property within the jurisdictional limits of the Procurer.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Non-RACM Structures	100,000	\$14.98	\$1,498,000.00
RACM Structures	100,000	\$20.98	\$2,098,000.00
5 DMS Operation and Reduction Through Grinding			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	200,000	\$4.90	\$980,000.00
6 DMS Operation and Reduction Through Burning using Air Curtain Incinerators			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris using air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.			
	200,000	\$3.62	\$724,000.00
7 DMS Operation and Reduction Through Controlled Open Burning			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through controlled open burning. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.			
	200,000	\$2.62	\$524,000.00

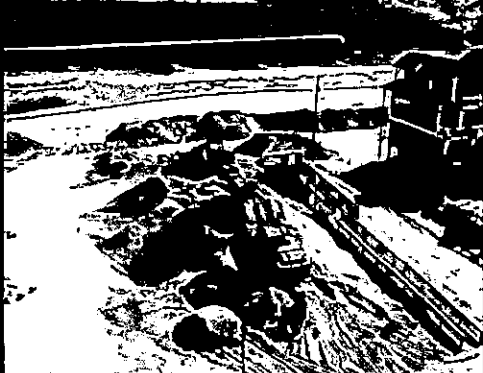
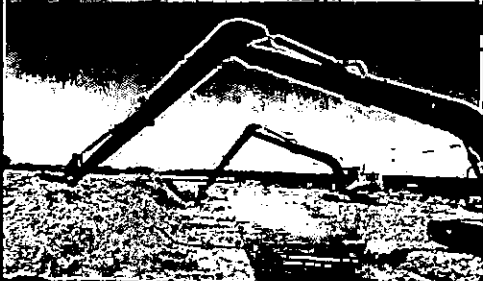
<p>8 Compaction of C&D Debris</p> <p>Compaction of eligible disaster-related C&D debris at Procurer approved DMS</p>	<p>Estimated Quantity (CY)</p>	<p>\$ Per Cubic Yard</p>	<p>Total</p>
	<p>1</p>	<p>\$4.90</p>	<p>\$4.90</p>
<p>9 Haul-out of Reduced Debris to a Procurer Approved Final Disposal Site</p> <p>Work consists of loading and transporting reduced eligible disaster-related debris at a Procurer approved DMS to a Procurer designated final disposal site.</p>	<p>Estimated Quantity (CY)</p>	<p>\$ Per Cubic Yard</p>	<p>Total</p>
	<p>56,250</p>	<p>\$4.98</p>	<p>\$280,125.00</p>
<p>10 Removal of Hazardous Trees and Limbs</p> <p>Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the Procurer's ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.</p>	<p>Estimated Quantity</p>	<p>\$ Per Tree</p>	<p>Total</p>
<p>6 inch to 12.99 inch diameter</p>	<p>160</p>	<p>\$55.00</p>	<p>\$8,800.00</p>
<p>13 inch to 24.99 inch diameter</p>	<p>75</p>	<p>\$150.00</p>	<p>\$11,250.00</p>
<p>25 inch to 36.99 inch diameter</p>	<p>10</p>	<p>\$295.00</p>	<p>\$2,950.00</p>
<p>37 inch to 48.99 inch diameter</p>	<p>5</p>	<p>\$450.00</p>	<p>\$2,250.00</p>
<p>49 inch and larger diameter</p>	<p>1</p>	<p>\$550.00</p>	<p>\$550.00</p>
<p>Hanger Removal (per Tree)</p>	<p>1,900</p>	<p>\$86.50</p>	<p>\$164,350.00</p>
<p>11 Removal of Hazardous Stumps</p> <p>Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a Procurer approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.</p>	<p>Estimated Quantity</p>	<p>\$ Per Stump</p>	<p>Total</p>
<p>24.1 inch to 36.99 inch diameter</p>	<p>20</p>	<p>\$250.00</p>	<p>\$5,000.00</p>
<p>37 inch to 48.99 inch diameter</p>	<p>10</p>	<p>\$450.00</p>	<p>\$4,500.00</p>

49 inch and larger diameter	1	\$750.00	\$750.00
12 ROW White Goods Debris Removal Work consists of the removal of eligible White Goods from the ROW to a Procurer approved DMS site or Procurer approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the Procurer approved DMS to a Procurer approved facility for recycling.	Estimated Quantity	\$ Per Unit	Total
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	10	\$90.00	\$900.00
Washers, dryers, stoves, ovens, and hot water heaters	25	\$67.50	\$1,687.50
UNIT RATE PRICE CONTINUED			
PRICE SCHEDULE 2, PART 2			
13 Household Hazardous Waste Removal, Transport, and Disposal Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a Procurer approved permitted hazardous waste facility or MSW type I landfill.	Estimated Quantity	\$ Per Pound	Total
	100,000 lbs	\$2.50	\$250,000.00
14 E-Waste Removal Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the Procurer.	Estimated Quantity	\$ Per Unit	Total
	100,000	\$1.90	\$190,000.00
15 Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total
	250,000 lbs	\$0.50	\$125,000.00

POLK COUNTY RFP 2023 - DISASTER DEBRIS PROPOSAL

PRICE SCHEDULE 2 - UNIT RATE PRICE SCHEDULE
DRC EMERGENCY SERVICES, LLC

SERVICE/TASK	SERVICE CATEGORIES	Estimated Quantity	DRC Proposal Rates	Polk County Requested Rates	Negotiated Rates
Vegetative Debris Removal					
Removing debris from public property and ROW and hauling to DMS or Procurer approved final disposal site.	Vegetative Debris Removal	300,000 CY	\$8.24		
C&D Debris Removal					
Collection and transportation of eligible C&D debris on the ROW or public property and hauling to a Procurer approved final disposal site.	C&D Debris: ROW-DMS-FDS	100,000 CY	\$18.88	\$11.50	\$13.50
Collection and transportation of eligible C&D debris on the ROW or public property and hauling to a Procurer approved final disposal site.	C&D Debris: ROW-FDS	100,000 CY	\$8.92		
Waterway Debris Removal					
Land-Based Operation to Remove Debris from Canals/Waterways	Land-Based Debris Removal from Canals and Waterways	100,000 CY	\$9.98		
Marine-Based Operation to Remove Debris from Canals/Waterways	Marine-Based Removal from Canals and Waterways	100,000 CY	\$29.98		
Structure Demolition, Removal, Transport and Disposal					
	Non-RACM Structures	100,000 CY	\$14.98		
	RACM Structures	100,000 CY	\$20.98		
DMS Operation and Reduction					
DMS Operation and Reduction Through Grinding	Debris Reduction by Grinding	200,000 CY	\$5.82	\$4.90	\$4.90
DMS Operation and Reduction Through Burning using Air Curtain Incinerators	Debris Reduction by use of Air Curtain Incinerators	200,000 CY	\$3.62		
DMS Operation and Reduction Through Controlled Open Burning	Debris Reduction by Controlled Open Burning	200,000 CY	\$2.62		
Haul-out of Reduced Debris to a Procurer Approved Final Disposal Site	Hauling Reduced Debris to FDS	56,250 CY	\$4.98		
Removal of Hazardous Trees and Limbs					
	6 Inch to 12.99 inch diameter	160	\$55.00		
	13 Inch to 24.99 Inch diameter	75	\$150.00		
	25 Inch to 36.99 inch diameter	10	\$295.00	\$280.00	\$295.00
	37 Inch to 48.99 inch diameter	5	\$450.00	\$380.00	\$450.00
	49 Inch and larger diameter	1	\$550.00	\$460.00	\$550.00
	Hanger Removal (per Tree)	1,900	\$86.50		
Removal of Hazardous Stumps					
	24.1 inch to 36.99 inch diameter	20	\$250.00		
	37 inch to 48.99 inch diameter	10	\$450.00	\$400.00	\$450.00
	49 Inch and larger diameter	1	\$750.00	\$500.00	\$750.00
ROW White Goods Debris Removal					
	AC Units, refrigerators, and freezers requiring refrigerant recovery and decontamination	10	\$98.50	\$90.00	\$90.00
	Washers, dryers, stoves, ovens, and hot water heaters	25	\$67.50	\$50.00	\$67.50
PRICE SCHEDULE 2, PART 2					
Household Hazardous Waste Removal, Transport, and Disposal	Household Hazardous Waste Removal, Transport, and Disposal (per pound)	100,000 lb	\$2.50		
E-Waste Removal	E-Waste Removal (per unit)	100,000	\$1.90		
Dead Animal Carcasses	Dead animal carcass recovery and disposal (per pound)	250,000 lb	\$0.50		



DRC
EMERGENCY SERVICES

6702 Broadway Street • Galveston, TX 77554



(888) 721-4372



(504) 482-2852

www.drcusa.com

REQUEST FOR PROPOSAL

**Prepositioned Contracts for Emergency
Disaster Debris Removal, Reduction,
Disposal, and Other Debris-Related Services**

RFP 2023-Disaster Debris Proposal

July 10, 2023 • 2:00 PM

ORIGINAL

Polk County

Auditor's Office

602 E. Church Street • Suite 108

Livingston, TX 77351

PREPARE RESPOND RECOVER



Clif Kennedy
Regional Manager
Ckennedy@drcusa.com



Kristy Fuentes
Vice President of Compliance and Administration
Kfuentes@drcusa.com



COMPANY NAME: (Please Print): DRC Emergency Services, LLC

Mailing Address: 111 Veterans Boulevard
Suite 401
Metairie, LA 70005

Phone: (888) 721-4372 Fax: (504) 482-2852 E-Mail Address: Kfuentes@drcusa.com

BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU

- 1. Carefully read and understand the entire RFP.
- 2. Provide a Proposal as required under this RFP.
- 3. Include completed Cost Proposal Price Schedules 1 & 2. Refer to pages 45 through 51.
- 4. Provide copies of any and all required contractor's professional licenses for its firm and for key personnel.
- 5. Fill out the References form on page 55.
- 6. Fill out the Certification of Eligibility on page 56.
- 7. Fill out Exceptions, Deficiencies and Deviations Form, if applicable, on page 57.
- 8. Fill out the Safety Record Questionnaire on pages 58 through 61.
- 9. Fill out the Safety Record and Environmental Compliance form on page 62.
- 10. Fill out the Contractor MBE/WBE Identification form on page 63.
- 11. Fill out the Conflict of Interest Questionnaire on pages 64 through 65.
- 12. Include all necessary Financial Statements as may be requested within the RFP. The Procurer reserves the right to request additional proof of financial stability including audited financial statements after proposals are received.
- 13. Include proof of insurance.
- 14. Provide any additional documentation requested within the RFP.
- 15. Submit one (1) original, nine (9) copies, and one (1) electronic copy on a USB thumb drive as requested in the RFP. Clearly mark the sealed package or container with RFP 2023- Disaster Debris Proposal written/labeled on the outside of the package.

N/A

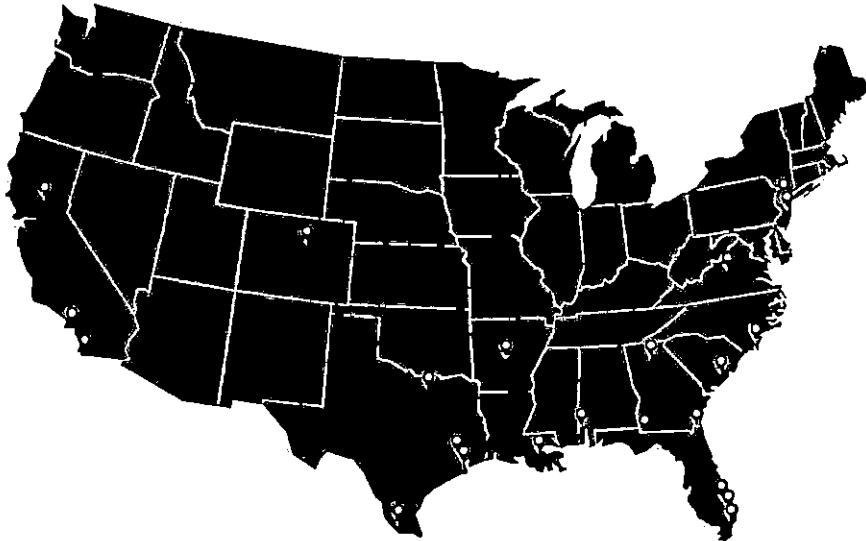
Make sure your Proposal is submitted PRIOR to the deadline:
Late Proposals will not be accepted.

Failure to provide the requested attachments may result in your proposal being deemed non-responsive.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. Failure to sign and return this form will result in the rejection of the entire Proposal.

SIGNATURE: Kristy Fuentes
Authorized Representative
Kristy Fuentes, Vice President/Secretary/Treasurer

THIS SHOULD BE THE FIRST PAGE OF YOUR PROPOSAL



P.O. Box 17017
Galveston, TX 77552
TTY: 888-721-4DRC
Phone: 504-482-2852
Fax: 504-482-2852
www.drcusa.com

DRC CONTACT ADDRESSES

111 Veterans Blvd., Suite 401
Metairie, LA 70005

DRC CONTACTS

CLIF KENNEDY

Regional Manager

Email: ckennedy@drcusa.com

Cell: 713.715.8772



KRISTY FUENTES

Vice President of Compliance
and Administration

Email: kfuentes@drcusa.com

Office: 504.482.2848

Cell: 504.220.7682



JOE NEWMAN

Vice President of Operations

Email: jnewman@drcusa.com

Cell: 214.930.9300



JOHN SULLIVAN

President

Email: jsullivan@drcusa.com

Office: 504.482.2848

Cell: 832.731.8234



LISA GARCIA WALSH

Contract Manager

Email: lwalsh@drcusa.com

Office: 504.482.2848

Cell: 504.715.9052

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Tab 1: Transmittal Letter

Prepositioned Contracts for Emergency Disaster Debris Removal, Reduction, Disposal, and Other Debris-Related Services



6702 Broadway Street • Galveston, TX 77554 • (888) 721-4372 • Fax: (504) 482-2852

www.drcusa.com

July 10, 2023

Polk County Auditor’s Office
602 E. Church Street
Suite 108
Livingston, TX 77351

Re: Prepositioned Contracts for Emergency Disaster Debris Removal, Reduction, Disposal, and Other Debris-Related Services
RFP 2023-Disaster Debris Proposal

Dear Sir or Madam,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and Polk County our proposal to provide Prepositioned Contracts for Emergency Disaster Debris Removal, Reduction, Disposal, and Other Debris-Related Services as required in the above referenced RFP. DRC is among the leading disaster management companies in the United States. Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and final disposal management.

DRC is a Texas based Limited Liability Company located in Galveston, Texas with additional office locations across the United States which provide us with geographical maneuverability along the Atlantic and Gulf Coasts and allow us to continue to provide services to Polk County should any location be compromised during a disaster. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike Polk County, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

Owner, John Sullivan, along with his brothers and business partners, William, and Todd, was born and raised in Texas. The Sullivans are deeply rooted in the State of Texas. As lifelong residents, the Sullivans have an in depth understanding of the needs of Texas along with the statewide rules and regulations under which it operates. DRC strongly believes the use of local knowledge and resources is vitally important to a successful disaster recovery operation. As such, the Sullivan brothers provide invaluable generational knowledge in the face of any event which may affect the State of Texas.

DRC is one of the most **financially sound and stable companies** in the disaster response industry. With a **bonding capacity of over \$1 billion** and access to dedicated cash and credit lines in **excess of \$500 million**, DRC has the ability to manage and complete multiple projects simultaneously without being hindered by a lack of operating capital. During high storm seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.





Tab 1: Transmittal Letter

Prepositioned Contracts for Emergency Disaster Debris Removal,
Reduction, Disposal, and Other Debris-Related Services

Corporate officers with legal signing authority to bind DRC to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

John Sullivan
President
P.O. Box 17017
Galveston, TX 77552
P: 504-482-2848
F: 504-482-2852

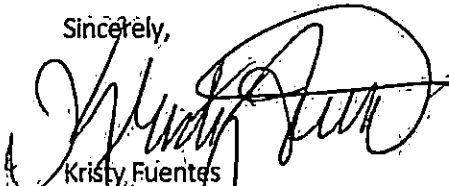
Kristy Fuentes
Vice President/Secretary-Treasurer
111 Veterans Blvd, Suite 401
Metairie, LA 70005
P: 504-482-2848
F: 504-482-2852

The Regional Manager and Point of Contact for Polk County is Cliff Kennedy who can be reached at (888) 721-4372, by cell: (713) 715-8772 or by email: Ckennedy@drcusa.com.

DRC is in receipt of and acknowledges the Q&A. This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with Polk County in the future.

Federal Tax ID - 63-1283729

Sincerely,



Kristy Fuentes
Vice President, Secretary, Treasurer



**ACTION IN LIEU OF
A MEETING OF THE
MANAGER OF
DRC EMERGENCY SERVICES, LLC**

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company's Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the "LLC Agreement") and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the "Manager");

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<u>Name:</u>	<u>Office/Capacity</u>
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

[SIGNATURE PAGE FOLLOWS]

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES LLC

By: **DRC EQUITY, LLC**
a Texas limited liability company
Its: **Manager**



By: **John R. Sullivan**
Its: **President**

[Consent to Appoint Manager - DRC Emergency Services, LLC (January 2016)]



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for DRC Emergency Services, LLC (file number 800551038), a ALABAMA, USA, Foreign Limited Liability Company (LLC), was filed in this office on September 28, 2005.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on April 01, 2019.



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State

Prepare

Respond

Recover

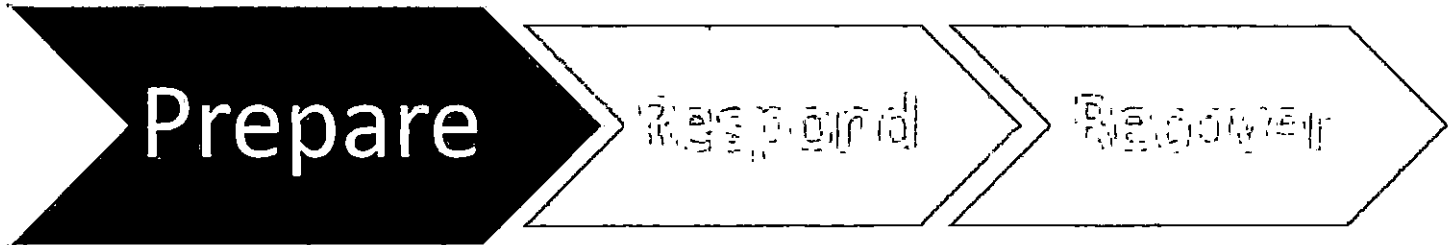


One of the key missions of any County is to protect lives, minimize the loss or degradation of resources, and continue to sustain and restore operational capability following an event. DRC uses a basic three phase approach to help Polk County achieve these goals. DRC's approach to **prepare, respond, and recover** are fundamental to successful disaster management.

The primary mission of DRC Emergency Services, LLC is to provide a professional, honest, and immediate response to natural and man-made disasters.



PREPARE



- Contract Award
- Local Teaming Partners
- Available Equipment
- Joint Planning & Training

Contract Award

Upon award, DRC's Regional Manager, Clif Kennedy, will schedule a meeting with Polk County. The initial meeting is critical, allowing both the County and the Regional Manager to make introductions, as well as to prepare for any pending disasters. DRC's primary goal in this meeting would be to develop a step by step plan to expedite arrangements for training and response phases of the contract. These provisions include but are not limited to:

- ⊕ Presenting key team members, including the Project Manager, and their responsibilities
- ⊕ Participating in scenario exercises to include planning and routing
- ⊕ Facilitating the designation and readiness of DMS and final disposal sites
- ⊕ Introducing Monitoring Firm Representative (if applicable)

Local Team Partners, Vendors, and Subcontractors

DRC maintains a network of hundreds of subcontractors, approximately 30 of which are primary subcontractors that have been a part of DRC's responses since our inception. These subcontractors along with DRC's own personnel and equipment are capable of mobilizing events of huge magnitude. The identification of local subcontractors prior to activation secures commitment of equipment and insurance requirements. In compliance with the Stafford Act, DRC encourages local participation. A few methods used to identify local subcontractors include:

- ⊕ Outreach programs
- ⊕ Website applications
- ⊕ Government referrals
- ⊕ Direct mail outreach

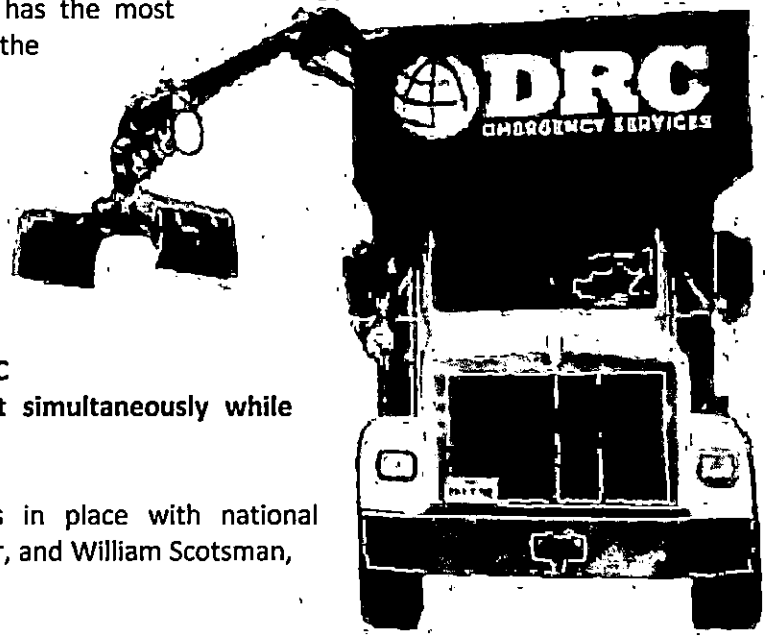
"Through weekly project meetings, I became increasingly familiar with the organization's natural abilities and orderly work ethic. As the cleanup effort progressed, I realized that this company's staff was a perfect fit for working with subcontractors and property owners."

— Leo T. Lucchesi, Director of Public Works Washington Parish Government



Available Equipment

DRC will use owned equipment, subcontractor equipment, or lease/rent equipment based upon the disaster scenario. DRC has the most expansive collection of rolling stock and equipment in the disaster services industry. The company has 2,568 trucks and 1,657 pieces of support equipment, either owned or under agreement, available for immediate use. As part of the company's Corporate Mobilization Plan, a monthly inventory of available equipment is performed, recorded, and readily available. DRC has actively demonstrated the ability to quickly amass and mobilize significant quantities of equipment. During the 2021 hurricane season, DRC operated in excess of 4,000 pieces of equipment simultaneously while responding to Hurricane Ida.



Additionally, DRC has Master Service Agreements in place with national equipment suppliers, such as Hertz, United, Caterpillar, and William Scotsman, to supplement our equipment needs.

Maintenance, repair, parts and resource program

DRC employs two full time Specialized Equipment Mechanics to repair and maintain equipment. Our mechanics have been with the company for years. As such, they are familiar with each and every piece of equipment owned by DRC. If needed, the Specialized Equipment Mechanics will travel to the affected area to perform repairs and remedial maintenance. In the case of multiple activations, DRC will hire additional staff as needed.

DRC Emergency Services Asset List

Equipment Type	Description	Quantity
Bucket Trucks	various models with booms	110
Chip Trailers	various models and horse-power	14
Chip Vans	receptacle vehicles	2
Dump Trucks	various models with dual and tri axles	353
End Dump Trailers	various models and capacity	298
Flat Bed Semis	various models for equipment movement	6
Flat Beds	53' equipment trailers	20
Fuel Trucks	multiple model and gallon capacity	46
Low Boys	equipment movement trailers	53
Pickups	half and three quarter ton of various make and model	45
Roll Off Trucks	primarily Galbreath 60,000 pound hoist on various makes	82
Rolls Off Containers	20, 30 and 40 cubic yard containers	337
Self Loaders	various makes with buckets ranging from 2-10 cubic yards	343
Semi Dumps	various makes and models with various capacity	240
Semi Tractors	various makes	232
Service Trucks	fully stocked road ready service vehicles	79
Slingers	various models	5
Straight Trucks	various makes and models	8
Sweepers	various models used for DMS operation	3
Tankers	various models	125



Tractor /Trailers Combos	various models	29
Tractors	various makes and models	43
Trailers	25 foot travel trailer	1
Utility Trailers	15 and 20 foot utility trailers	2
Vacuum Trailer	various makes	30
Vacuum Trucks (Wet)	various makes for	13
Walking Floors	48 ft automated trailers	46
Water Trucks	various capacity used for DMS operation	3
Attachments - various	buckets, hoists, slings etc.	157
Back Hoes	various models and capacity	40
Bobcats	skid-steer with multiple attachments	53
Bull Dozers	various makes and sizes	45
Conveyors	used for material movement	2
Crushers	metal compaction and volume reduction	24
Excavator	various makes and models	164
Feller Buncher	various makes and models used for clearing projects	27
Front End Loaders	various makes, models and bucket capacity	127
Generators	various	41
Grinders	horizontal and tub grinders	36
Jarraf Tree Trimmers	high capacity trimming equipment	3
Jersey Barriers	used for highway projects and within DMS	200
Light Plants	various used for nite operation	100
Material Handlers (Tele Boom)	loading equipment	3
Mobile Kitchens	various models	13
Off Road Dumps	Volvo high capacity	2
Pumps	various sizes	5
Safety Signs, Cones and PPE/arrow boards/message boards	used for highway operations	503
skid steers	various sizes with multiple attachments	96
Screens	shaker screens and sand screens	4
Water Trucks	various models and capacity	12

Total: **4225**

Marine Vessels/Equipment

Equipment Type	Quantity
Inland Marine Harvester	1
Air Boat	3
Amphibious Aquatic Excavator	1
Tug Boat	14
Underwater ROV	1
Utility Boat	1
Work Boat	15
JON Boats	10
500 CRANE (120 X 54 X 10)	1
510 CRANE (100 X 52 X 9)	1
524 CRANE (250 x 64 x 12)	1
526 CRANE (293 X 80 X 19)	1
527 CRANE (176 X 75 X 13)	1
529 CRANE (250 X 64 X 12)	1
531 CRANE (420 X 98 X 25)	1
532 CRANE (300 X 90 X 19)	1
533 CRANE (310 X 100 X 20)	1
534 CRANE (111 X 45 X 11)	1
535 CRANE (250 x 64 x 12)	1
536 CRANE (250 x 64 x 12)	1



541 CRANE (200 X 60 X 12)	1
566 CRANE (140 X 70 X 12)	1
Hopper Barge (EX NYC DOS)	16
Hopper Barge (260 X 52.5 X 12)	7
Hopper Barge (200 X 40 X 17.75)	2
Hydra Sport	1
Hydraulic Driven propelled pushers	1
Pontoon Boats	9
Poseidon Barges	3
Push Boats	2
Rescue Skiff	2
Sectional Barges	28
Side Scan Sonar	2
Deck Barge	32
Deck Barge with 9' bin walls	2
Deck Barge with spuds	7
Deck Barge with steel box rails	19
Go Devil Boat	1
Total:	61

Joint Planning and Training

DRC provides Polk County with planning and training throughout the length of the County's contract at no extra cost.

Benefits of these sessions include:

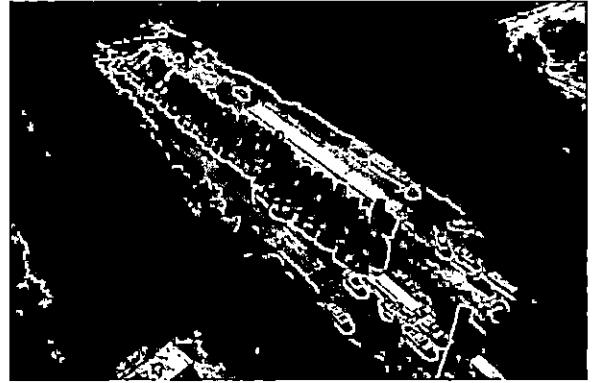
- ⊕ Providing an opportunity to build relationships between both parties
- ⊕ Delivering invaluable operational and administrative information to all stakeholders
- ⊕ Discussing forecasting and reviewing the debris management plan



Identifying Equipment Staging Areas

While discussing potential plots to stage equipment, the following should be considered:

- ⊗ Staging away from residential areas
- ⊗ Easy access from main rights-of-way
- ⊗ Sufficient acreage to manage a large number of vehicles
- ⊗ Fencing around the facility is preferable



DMS Site Selection

Criteria at a minimum will include:

- ⊗ Public versus private land considerations
- ⊗ Environmental agency approvals
- ⊗ Dust and fire mitigation
- ⊗ Ingress and egress considerations
- ⊗ Security features
- ⊗ Storm water controls considerations
- ⊗ Elevation
- ⊗ Sound buffers and fencing



Identifying Permanent Disposal Facilities, Transfer and Recycling Facilities

DRC has agreements in place with most major disposal and recycling facilities in the area. DRC's management will be responsible for working with the jurisdiction to identify these facilities and to secure favorable terms and conditions with each facility. Additionally, DRC's staff includes Steve Crawford, an expert in recycling, resource recovery, and disposal. With 25 years of experience, Crawford brings expertise and exceptional knowledge to every project.

Establishing Emergency Push Routes & Collection Grids

Collection grids and emergency push routes should include:

- ⊗ Hospitals
- ⊗ Police departments
- ⊗ Emergency shelters
- ⊗ Nursing homes
- ⊗ Major traffic routes

RESPOND



- Alert Phase
- Disaster Impact
- Response Timeline
- Initial Damage Assessments
- Emergency PUSH Operations
- Loading and Hauling Operations
- Debris Management Site Operations
- Safety
- Prompt Damage Complaint
- Accounting and Document Management
- Post Event Evaluations

Alert Phase

If a potential disaster can be predicted, DRC will activate the following alert phases:

- ⊕ 72 hours before impending impact, Cliff Kennedy will contact Polk County to discuss activation and response
- ⊕ At the discretion of the County, DRC will mobilize personnel within 24 hours prior to disaster impact to arrive at the Emergency Operations Center
- ⊕ Identification and readiness assessment of subcontractor network for Emergency Push and Load and Haul Operations
 - Within 18 hours of notice to proceed from the Procurer, DRC will mobilize an Operations Manager to the Procurer's jurisdiction.
- ⊕ Pre-staging of equipment and personnel as needed to respond to the immediate aftermath of the event "push activities"
- ⊕ Emergency Push Collection routes have been determined

Disaster Impact

DRC has a unique ability to rapidly **respond** to a disastrous event while maintaining communication with communities to help them **prepare** for any trouble, making us a leader in the disaster **recovery** industry.

Response Timeline

The type, intensity, and duration of each event dictates the response time. Upon receipt of Notice to Proceed or Task Order, DRC will commence mobilization of equipment, operators, and laborers.

DRC is highly capable to meet, sustain, and manage all facets of disaster response, including responding within 24 hours. DRC proposes the following time frames in which services can be provided without unwarranted delay or interference:

Within 24 Hours Post Event

- ⊕ Project Manager and support are in place and interacting with Polk County's Point of Contact
- ⊕ Staging and measurement (certification) of equipment is underway
- ⊕ Permitting and mobilization of DMS sites has begun
- ⊕ Emergency Push activities are well underway with coordination with utility providers
- ⊕ Initial Damage Assessment complete
- ⊕ Public Service Announcements are initiated
- ⊕ Logistical Support requirements have been assessed
- ⊕ Initial Safety Meeting is held
- ⊕ Time and location of daily production meetings is established

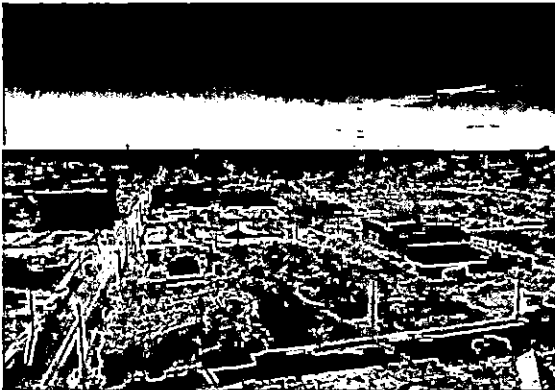
Within 48 Hours Post Event

- ⊕ Initial understanding of crew type and quantity has been established with the County's Point of Contact
- ⊕ Roughly 50 percent of required equipment and manpower are in place
- ⊕ At least one DMS is operational and load and haul activities can begin
- ⊕ Discussions have begun with final disposal and recycling/composting providers (if applicable)
- ⊕ Collection Zones have been mapped and discussed with the County's Point of Contact
- ⊕ Truck certifying continues
- ⊕ Daily Safety Meetings continue

Within 96 Hours Post Event

- ⊕ Full Mobilization is complete
- ⊕ Emergency Push complete (if applicable)
- ⊕ All contractual requirements (bonds, safety plans, dust control, community outreach, etc.) are submitted
- ⊕ Productivity assessments made based upon existing travel times and DMS requirements adjusted
- ⊕ Equipment and personnel needs are reassessed
- ⊕ Additional local and equal opportunity vendor outreach has begun and those applicants vetted
- ⊕ Daily productivity meeting continues between DRC, the County point of contact and the Monitoring Firm assigned to the project
- ⊕ Daily Safety Meetings continue





Initial Damage Assessment

Initial damage assessments are usually completed within 36 hours of an incident by local, state, federal, and contractors and provide an indication of the loss and recovery needs. The debris assessment will accomplish all of the following:

- ⊕ Estimate the quantity and mix of debris
- ⊕ Estimate damage costs
- ⊕ Determine impact on critical facilities
- ⊕ Identify impact on residential and commercial areas

Emergency PUSH Operations

- ⊕ PUSH routes are predetermined with the help of County, who have a clear understanding of geography of the community
- ⊕ Debris is “pushed” or cleared from the Public Roadway generally in an order of priority established by Polk County
- ⊕ Crews generally consist of equipment capable of moving heavy material (skid steers, front end loaders etc.) and personnel and supervision with chainsaws
- ⊕ Attempt to make roadways and intersections as safe as possible for sight and traffic obstructions
- ⊕ This phase of work is accomplished within the first 70 cumulative hours (plus or minus) after the event



Loading and Hauling Operations

Certification of Equipment

This task can begin as soon as practical but generally 12-24 hours after a Notice to Proceed is issued. In general, trucks are staged at a location where the County’s third-party monitoring firm can measure load capacity and assign unique identification to each piece of loading and hauling equipment.



Debris Removal from Public Rights of Way

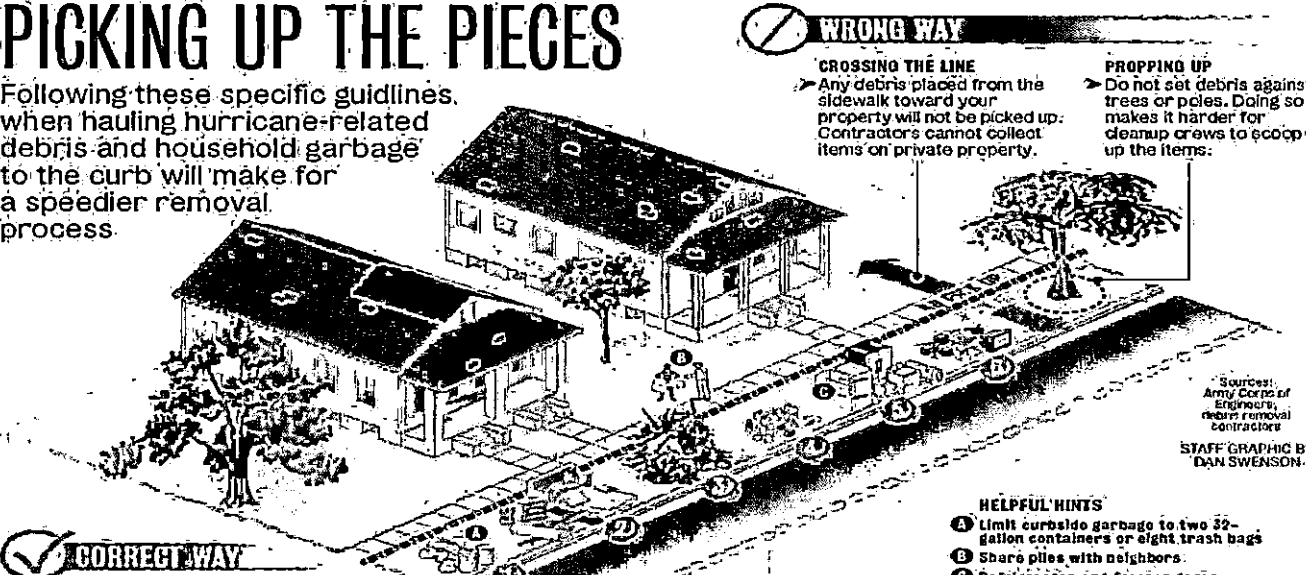
Within 24-48 hours of a Notice to Proceed (or a reasonable amount of time agreed upon by the County) DRC will commence debris removal operations with multiple Debris Removal Crews. Debris Removal Crews will many times consist of three to five hauling vehicles of 30 to 150 cubic yard capacity with operators, one front end loader with operator, one foreman, and three laborers/flagmen (when required by traffic conditions). In other instances where conditions allow, self-loading equipment of similar capacity will be utilized to maximize efficiency.

- ⊕ All field supervisors shall ensure that all debris disposal-hauling operators are licensed and certified to operate required equipment.
- ⊕ All debris disposal operators will be given area maps designating assignment/authorized areas or zones of operations as well as transport routes designated and/or approved by the County.
- ⊕ As subcontractors complete zones, the areas are jointly surveyed by Polk County or its designated representative and closed out.

Through the installment of PSAs, public participation can enhance the efficiency of the collection/material separation process. A typical flyer which defines material separation:

PICKING UP THE PIECES

Following these specific guidelines, when hauling hurricane-related debris and household garbage to the curb will make for a speedier removal process.



CORRECT WAY

Homeowners and businesses are being asked to separate debris into the following categories:

<p>1. HOUSEHOLD GARBAGE</p> <ul style="list-style-type: none"> ▶ Bagged trash ▶ Discarded food ▶ Packaging, papers ▶ All garbage should be placed curbside the night before the scheduled weekly pickup. 	<p>2. CONSTRUCTION DEBRIS</p> <ul style="list-style-type: none"> ▶ Building materials ▶ Drywall ▶ Lumber ▶ Carpet ▶ Furniture ▶ Mattresses ▶ Plumbing 	<p>3. VEGETATION DEBRIS</p> <ul style="list-style-type: none"> ▶ Tree branches ▶ Leaves ▶ Logs
<p>4. HOUSEHOLD HAZARDOUS WASTE</p> <ul style="list-style-type: none"> ▶ Oils ▶ Batteries ▶ Pesticides ▶ Paints ▶ Cleaning supplies ▶ Compressed gas 	<p>5. 'WHITE' GOODS</p> <ul style="list-style-type: none"> ▶ Refrigerators ▶ Washers, dryers ▶ Freezers ▶ Air conditioners ▶ Stoves ▶ Water heaters ▶ Dishwashers 	<p>6. ELECTRONICS</p> <ul style="list-style-type: none"> ▶ Televisions ▶ Computers ▶ Radios ▶ Stereos ▶ DVD players ▶ Telephones

WRONG WAY

CROSSING THE LINE

▶ Any debris placed from the sidewalk toward your property will not be picked up. Contractors cannot collect items on private property.

PROPPING UP

▶ Do not set debris against trees or poles. Doing so makes it harder for cleanup crews to scoop up the items.

Sources: Army Corps of Engineers, debris removal contractors
STAFF GRAPHIC BY DAN SWENSON.

HELPFUL HINTS

- A** Limit curbside garbage to two 32-gallon containers or eight trash bags.
- B** Share piles with neighbors.
- C** Refrigerator and freezer doors must be secured with duct tape.

Multiple Scheduled Passes

In order to allow citizens to return to their properties and bring debris to the right-of-way as recovery progresses, DRC ES adheres to FEMA's guideline of three scheduled collections or passes.

In rare cases, particularly following major flooding, additional collections may be warranted.



Field Operations

All eligible debris will be removed from public easements, property, and rights-of-way to designated Debris Management Site and/or directly to a final disposal site. Eligible debris is generated directly by the event or as a result of the event and is in the public Right of Way; for private property debris to be eligible, Private Property Debris Removal has to be authorized:

The illustration to the right depicts a typical post- disaster scenario that involves construction and demolition debris (C&D). In this case, the public is advised through radio, television, social media, an a graphic such as above to place disaster generated debris to the right of way (ROW) in separate piles by debris type for separate collections.

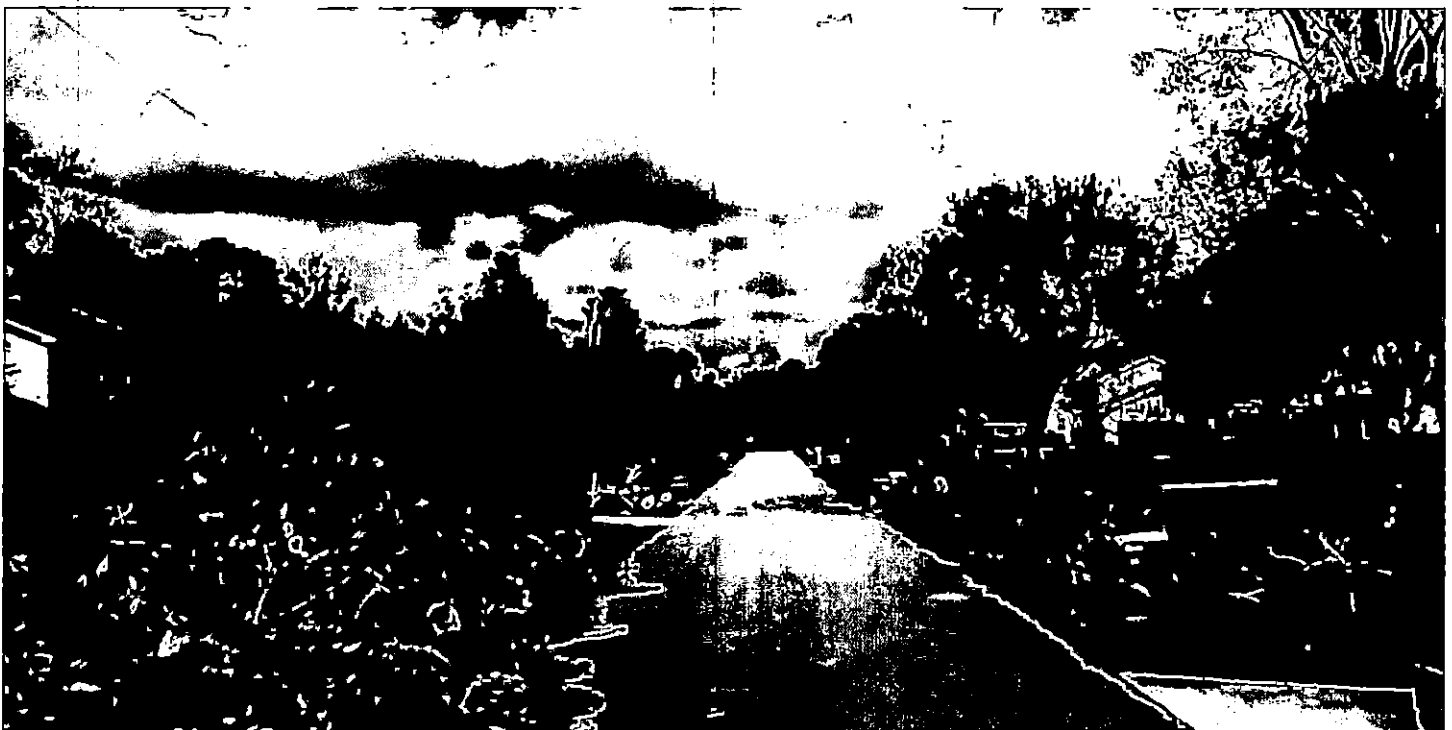


For a detailed cost breakdown of proposed services, please see the Pricing Schedules in Tab 3.

Vegetative Debris

Vegetative debris is defined as: tree branches, leaves, logs, timber, and stumps.

- ⊕ Eligibility—Public right of way or improved public property
- ⊕ Collected from Private property only with FEMA private property debris removal right of entry authority
- ⊕ Most productive operation combines the collection of leaners and hangers with normal ROW debris collection
- ⊕ Allows for a wide spectrum of equipment use for productive collection
- ⊕ Most commonly collected and transported to a Debris Management Site for processing and haul out
- ⊕ Reduction by grinding provides opportunity for recycling, re-use and consumption as a fuel source
- ⊕ Reduction by burning provides for the most cost- effective processing, if burning is an option



Construction and Demolition (C & D) Debris

Construction and Demolition (C&D) typically consist of: building materials, drywall, lumber, carpet, furniture, mattresses, and plumbing.

- ⊗ Generally produced from floods, tidal surge and earthquakes
- ⊗ Allows for a wide variety of equipment use including self-loading apparatus
- ⊗ Landfill restrictions on material acceptance should be a consideration and can vary by state
- ⊗ Utilization of DMS provides opportunity for reduction by material separation and compaction
- ⊗ Load weight must be monitored particularly upon haul-out to final disposal
- ⊗ Transportation to final disposal site does not allow for reduction, however is an alternative when travel time is not effected



White Goods

White goods is defined as: refrigerators, washers, dryers, freezers, air conditioners, stoves, water heaters, and dishwashers.

- ⊗ Separately collected and staged within a designated area at a DMS or hauled directly to a recycler
- ⊗ Collection can be performed with light duty trucks and trailers typically possessing a lift-gate
- ⊗ Freon shall be removed by a certified technician under EPA regulations
- ⊗ Citizens are informed through PSAs , fliers and social media to remove all contents from refrigerators and freezers prior to collection or to duct tape doors shut to facilitate safety and ease of collection
- ⊗ Refrigerators and freezers collected with contents shall be staged for content removal and disposal

White goods shall be recycled, and any derived proceeds handled in accordance with the con



Household Hazardous Waste

HHW typically consist of oils, batteries, pesticides, paint, cleaning supplies and compressed gas.

- ⊕ Collected only by trained and certified personnel with proper PPE and typically occurs in advance of load and haul crews
- ⊕ Collected separately and securely placed in spill-proof containers for transportation to staging at a DMS or direct transport to a qualified recycler/disposal facility
- ⊕ When stored at a DMS, the area is generally lined or bermed or both depending upon the requirements of the state environmental agency
- ⊕ Proper packaging and transportation is often performed by the recycler



Electronic Waste Collection (E-Waste)

E-Waste debris includes: televisions, computers, radios, DVD players, telephones, and almost anything with an electric cord

- ⊕ Collected separately with one or two collections (passes)
- ⊕ Generally staged in a specific area of a DMS or transported directly to a recycler
- ⊕ Collected in light duty trucks and trailers by general laborers and a supervisor
- ⊕ Recycling of the items is always the goal



Tires

Tires often appear on the public ROW for collection following flood events or tidal surge.

- ⊕ Collection can be accomplished separately using light duty equipment
- ⊕ Transportation directly to the recycler or shredder is preferred
- ⊕ Tires create a special problem for landfill operators as they tend to rise or float and can ultimately damage the landfill cap
- ⊕ Federal/state regulations often require a waste hauler permit during transportation

Private Property Debris Removal

FEMA may extend public assistance to private property debris removal when it poses a threat to the public. Under the request and direction of Polk County or its representative, the contractor will initiate and manage a Right of Entry (ROE) program to remove debris on private property and/or demolish private structures that are a public safety hazard. The property owner must grant access prior to any work, unless there is an immediate threat to the lives, health, and safety to the County's citizens.



Hazardous Tree and Limb Removal

A tree is considered "hazardous" if its condition was caused by the disaster and public health and safety are at risk. If possible, leaner and hanger removal will be performed in advance of load and haul activity and collected simultaneously with ROW debris. Eligibility is usually determined by Polk County's independent monitoring firm.

- ⊕ Equipment may include bucket trucks, automated saw trucks, excavators and climbers with chainsaws
- ⊕ Criteria to deduce if a leaner or hanger is hazardous is:
 - Must be six inches in diameter or greater when measured at chest height
 - More than 50% of the crown damaged or destroyed
 - Split trunk or broken branches that exposed the heartwood
 - Fallen or uprooted within a public use area
 - Leaning at an angle greater than 30 degrees
 - Hanging limbs must be 2 inches in diameter and must pose a threat of falling into an improved public area or public right-of-way





Removal of Hazardous Stumps

Stump removal usually takes place late in the debris removal process and is generally determined eligible by the City's monitor. A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all of the following criteria:

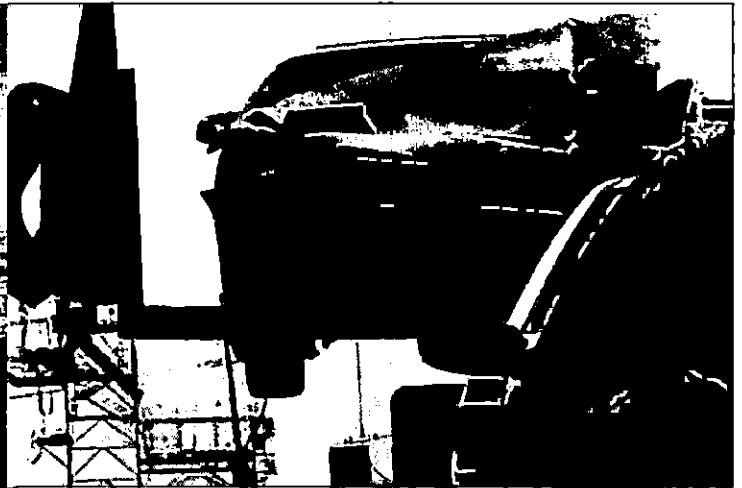
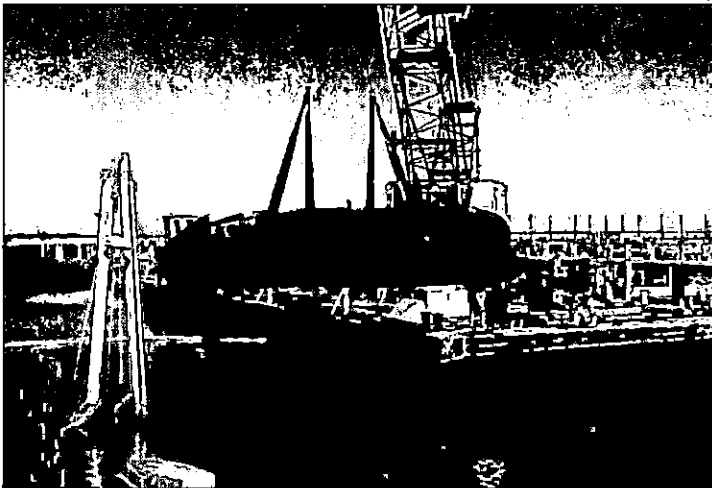
- Ⓢ 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed may be flush cut)
- Ⓢ Greater than 24 inches in diameter, as measured 24 inches above the ground
- Ⓢ On improved public property or a public right-of-way
- Ⓢ Poses an immediate threat to life, and public health and safety
- Ⓢ Larger stumps are extracted by excavators and loaded upon flat-bed trailers for transport the DMS or final disposal facility
- Ⓢ Most often, large stumps must be split prior to processing by grinding

Canal/Waterway Debris Removal

Canal debris removal is most often performed under the oversight of the State Environmental regulators, especially in environmentally sensitive areas. Environmental factors always take priority when developing an operations plan. Debris often consists of land based and/or water based removal of targets. Collection methods vary widely due to physical dynamics, environmental considerations, regulations, and scope of work, but typical methods are:

- Ⓢ Targets identified by side-scan sonar or below surface observation
- Ⓢ Target removal spans from water-bottom to surface debris or limited to designated depths
- Ⓢ When appropriate, debris can be collected with grapples mounted on different sized barges or even small boats
- Ⓢ Land based operations will consist mostly of removal of targets with long reach excavators equipped with a spoils or dredge bucket
- Ⓢ Temporary Offloading Sites can be used to temporarily stage debris prior to transport to a DMS for processing or to final disposal
- Ⓢ When abundant access points exist, loading can occur directly into trucks for transport to processing or disposal

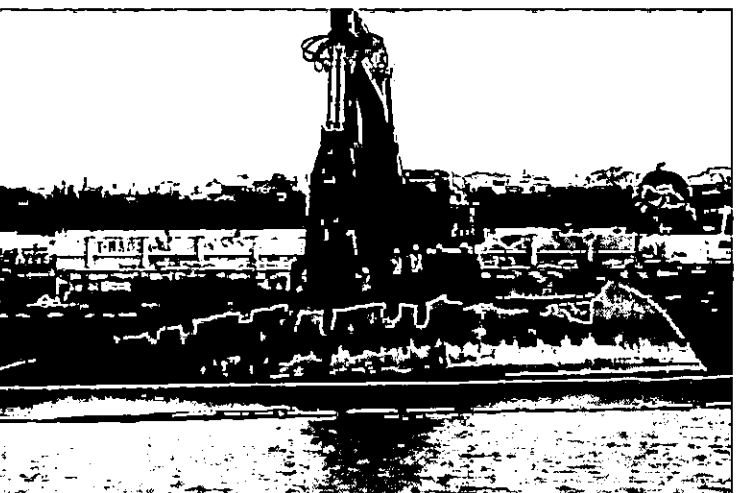


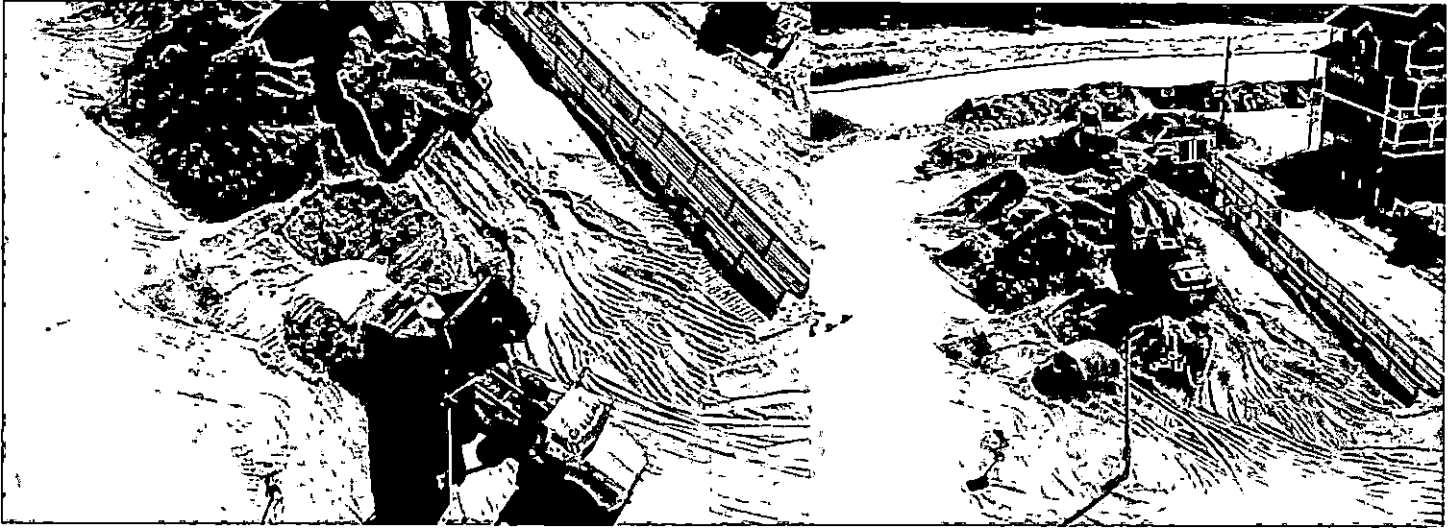


Vehicle and Vessel Removal

DRC has extensive experience performing large scale vehicle and vessel removal and recovery projects. A single project for the State of Louisiana following Hurricanes Katrina and Rita involved the recovery and management of thousands of vehicles and vessels. The components of these projects vary from State to State due to legal requirements; but in the case of this operation, the scope of work will develop according to the direction of Polk County. Commonly used procedures are:

- ⊗ Generally, aggregation sites are activated for storage, processing, recordation and access
- ⊗ For land based recovery, vehicles and vessels are tagged and recorded prior to recovery
- ⊗ For water based vessel recovery, eligible targets are located and recorded prior to recovery
- ⊗ Initial notification to owner is sent from VIN information gathered in the field using State Police database (County specific)
- ⊗ Vehicles and vessels are aggregated on one or more sites and gridded for easy access
- ⊗ Fluids are removed from each unit within the aggregation site
- ⊗ Additional notifications are sent to owners using certified mail (if required)
- ⊗ Private insurance companies are allowed to view and access units
- ⊗ Vessels and vehicles can be retrieved by owner/insurance or destroyed/recycled
- ⊗ Vehicles that have not been retrieved are crushed and recycled
- ⊗ Scrap value proceeds (if any) are disbursed according to the contract

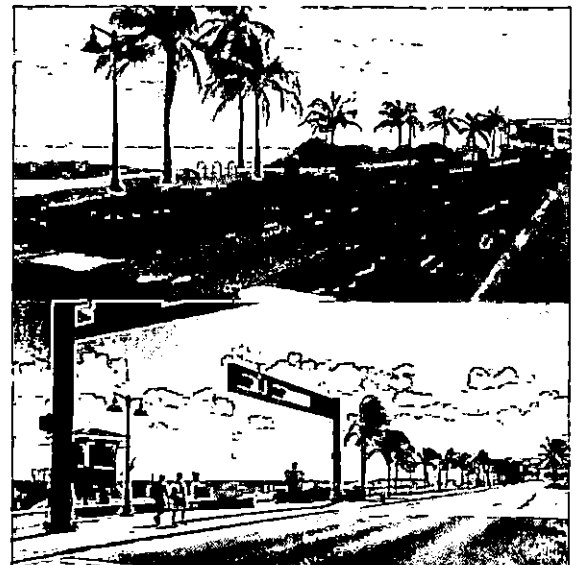




Sand, Soil Recovery, Beach Restoration

Many jurisdictions are faced with damaged coastal areas and habitats that may require immediate recovery restoration. DRC has performed these sensitive and precise projects for decades. Permitting requirements will vary by jurisdiction. Typically multiple agencies are involved in beach projects. Recovery from public or private property will require Right of Entry (ROE) authority.

- ⊕ Typical operating procedure calls for temporary staging site(s) used for storage and processing
 - Processing sand on the beach is a preferred method
 - Soils can sometimes be processed within an established DMS
- ⊕ Displaced material can be recovered from adjacent property by the use of skid steers and front-end loaders
- ⊕ Beach rakes are an effective tool for recovering hidden and surface debris from beach-fronts
- ⊕ Debris collected from processing is usually taken to an operating debris DMS for reduction and haul-out to final disposal
- ⊕ Quantities are generally measured by loader bucket size as the material is loaded to be screened
- ⊕ Screening of sand and soils using shaker screens and trammels is a preferred procedure
- ⊕ Production rates generally range between 100 to 200 processed cubic yards per hour
- ⊕ Stockpiled and processed (clean) material can be returned to its original location
- ⊕ Beach contours can be re-created by following engineered plan



Expertise in the Removal of Dead Animals and Putrescent Disposal

Improper disposal of animal carcasses can contaminate drinking water sources or spread disease. It is DRC's policy to handle and dispose of animal remains with care and in accordance with all state and local regulations.

If possible, all identified carcasses should be disposed of within 48 hours of death. There are several approved methods for the disposal of animal carcasses:

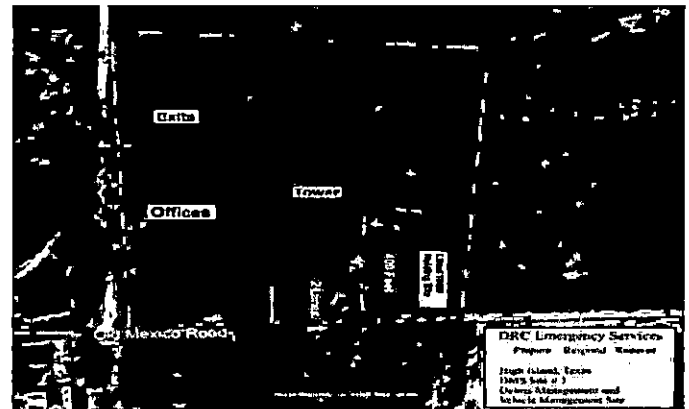
- ☉ **Incineration** at a secure and pre-approved site.
- ☉ **Deposition** in a contained landfill approved for remains disposal.
- ☉ **Composting**, with approval, is a sanitary and practical method of carcass disposal.

Debris Management Site Operations

Permitting and Site Mobilization

Within 24 hours of a notice to proceed, mobilization to pre-established DMS locations will begin:

- ☉ Phase One—environmental audit is performed
- ☉ The number of DMS sites to be used is determined by estimated volumes, travel times, traffic patterns and material to be processed
- ☉ Ideally, site placement and number should facilitate a minimum of five loads per truck per day
- ☉ Land Use Agreements are immediately executed with any private land owners
- ☉ For those sites not already permitted, an immediate permitting request will be submitted by DRC's Vice President of Administration and Compliance (Kristy Fuentes)
- ☉ DMS Site Plan is established and submitted



Environmental Considerations

- Where practical, a phase one environmental assessment should be performed prior to use as a DMS
- Soil samples are taken prior to use
- Pictures and video of the site prior to use is considered a best management practice
- DRC may use drone photography before and after use as a best management practice
- An independent engineer is often used to satisfy additional requirements of State regulators such as the need for SWPPP, perimeter silt fencing, air monitoring etc.



Typical On-site Equipment, Supplies and Manpower Needs

Signage	Inspection Tower(s)
Perimeter Fencing (if required)	Site Manager
Equipment Operators	Traffic Control Personnel
Security Personnel	Traffic Control devices
Front-end loader with thumb	Bulldozer
Grinder- horizontal or Tub	Excavator
Water Truck	Sweeper
Air curtain Incinerator or above ground incinerator (if required)	

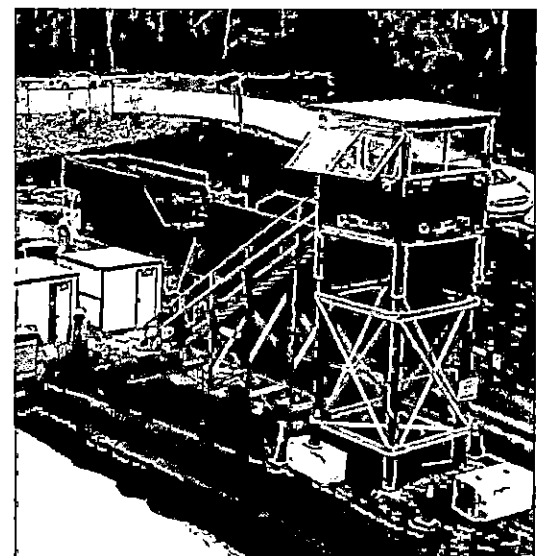
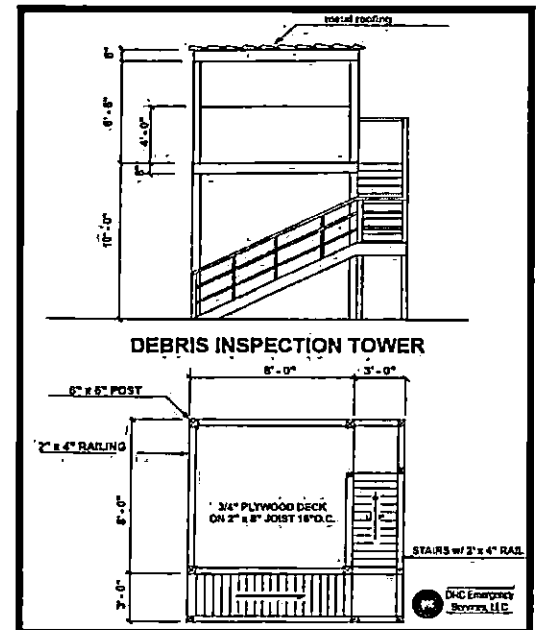


Site Access

For the success of site access, separate points of ingress and egress should be established if possible and avoidance of truck traffic through residential areas is ultimately important.

- ☉ **Traffic Controls** - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular traffic control. Additional traffic control personnel can be stationed throughout the site, as needed, to enforce proper traffic flow.
- ☉ **Inspection Towers** - Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. Ideally two inspections towers should be utilized at each DMS if volume warrants. One tower at point of ingress for use by the monitoring firm's employee, 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. Additionally, the use of all terrain man lifts are sometimes substituted for the tower shown.

Maintenance and Grading - Maintenance and grading of the debris management site will occur throughout the operating day. Access roads will be constantly maintained, and dust control managed by use of a water truck. Access roads will be swept as often as necessary.



Debris Storage Area

Debris may be segregated into five main areas as determined by the type of event.

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 and processing of C&D.

Construction and Demolition (C&D) Debris—Stored separately within an area that will facilitate separation, compaction or grinding.

Recyclables/Salvage—Recyclable/salvageable materials will be stock piled in accordance with the site plan.

White goods—White goods will be stock piled in a contained area in accordance with the site plan if not transported directly to the recycler.

Household Hazardous Waste (HHW)—HHW will be segregated and stored in an approved containment area that may be lined and bermed.



Debris Reduction Methods

Grinding and/or Chipping Operations—Primarily used for reducing vegetative debris to achieve a 4 to 1 reduction or better. Resulting product is beneficial for use as fuel or reused as compost. The method is less often used as a reduction method for Construction and Demolition material due to its impact on equipment.

- ⊕ Reduction by grinding provides opportunity for recycling, re-use and consumption as a fuel source

Burning—Environmental impact and safety are primary considerations. Most often allowed in rural settings, it's the most efficient reduction method for vegetative debris as a 95% reduction can be achieved. Air curtain incineration and trench burning can serve to mitigate the release of smoke etc.

- ⊕ Reduction by burning provides for the most cost-effective processing, if burning is an option

Compaction—The most acceptable reduction method for construction and demolition debris when combined with recycling; a 2 to 1 reduction ratio is most often achieved.



Final Debris Disposal

Selection of final disposal location(s) for processed debris is normally determined during the planning phase. Per Subtitle D, lined sites are generally selected. However, in some cases, permitted construction and demolition sites are used when regulations allow.



Recycling Strategies

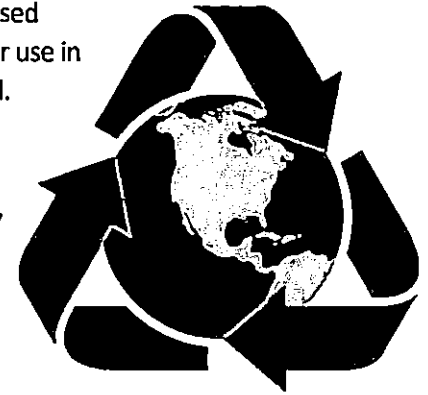
Vegetative Debris—Available to serve as a viable fuel source for manufacturing, etc. and used frequently as mulch for agricultural purposes. The resulting product is donated to citizens for use in flower beds and gardens and can be used as alternative daily cover in landfills when allowed. Additional uses are to use as roadbed for temporary roads and can be thinly spread across acreage to produce dirt.

Aggregates—Concrete, brick, and similar materials can be crushed and used as fill material, road base, etc.

Construction and Demolition Debris—Wood, metals, plastics and sometimes gypsum can be pulled from the waste stream and recycled if sufficient quantities exist and recycling facilities are available and accessible.

White Goods— Easy to recycle due to abundant processors.

Electronic Waste (E-Waste)—While these components are quite abundant, particularly following a flood or tidal surge, recyclers of these items have become more difficult to find. Some of the components found in televisions, computer monitors, copy machines etc. contain heavy metals making disposal a poor option, resulting in markets being the best option. Shipping to foreign markets is sometimes the best option.

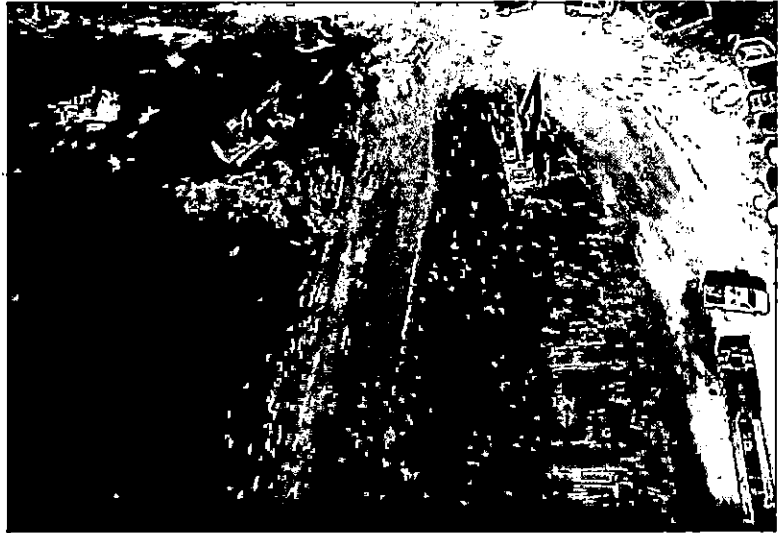


“This debris removal project has been a resounding success, and the GLO appreciates the many hours of hard work put in by the DRC team.”

— Benjamin K. Au Architect, Director of Construction Services GLO, Texas

Debris Management Site Closeout

Restoration is conducted during the close out phase of each DMS. The scope of restoration is determined by post use site conditions, terms of the land lease, or the County directive and mutual understanding when public property is used. Restoration can consist of final removal of all debris and other managed components as well as all structures and temporary features. Additionally, grading and leveling, removal of temporary roads and fencing, and grassing or seeding of the site to documented pre-use condition may be necessary.

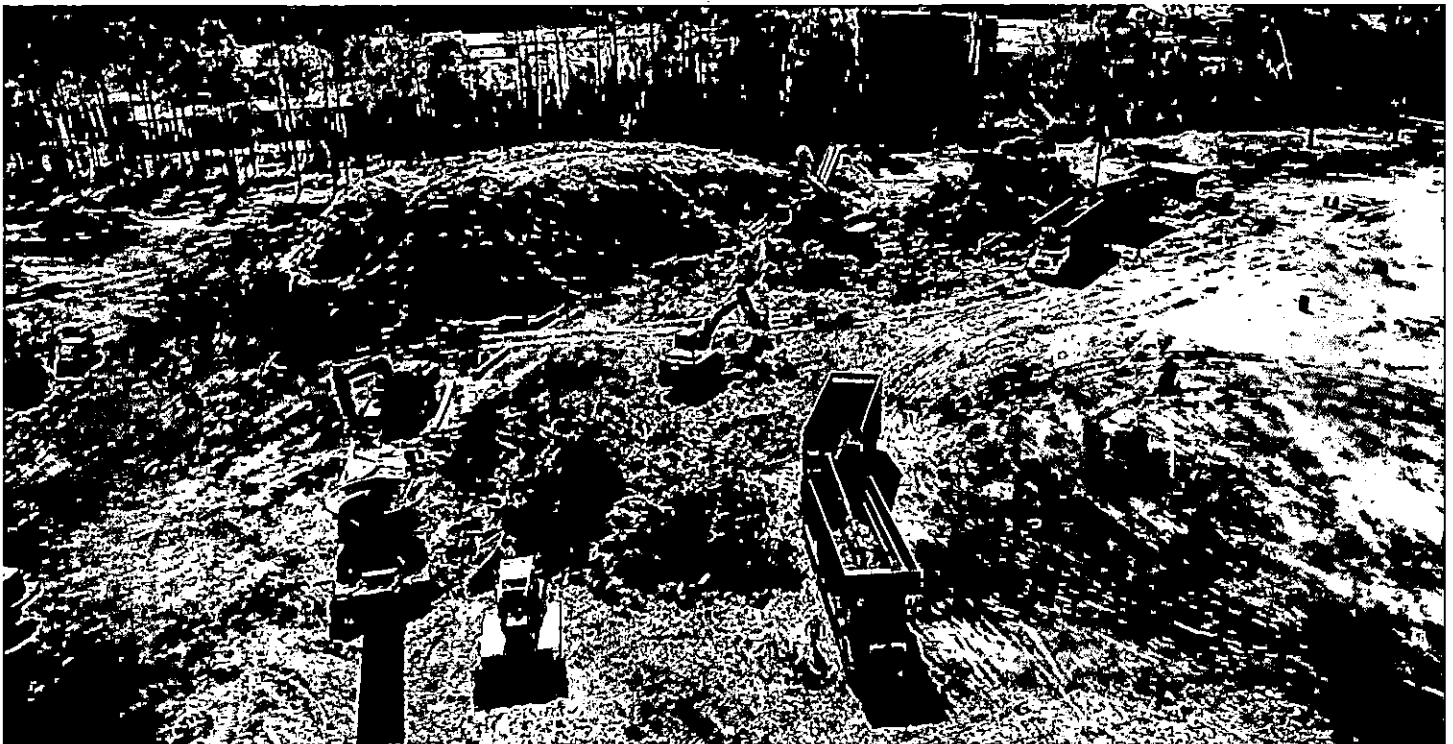


Post use drone footage and still photography shall be taken to illustrate the current condition of the site as it compares to the baseline or pre-use documentation. Environmental sampling that mirrors pre-use sampling is a best management practice.

- ⊗ Random soil samples, surface and if necessary water samples, may be taken and sealed in containers for comparison with pre-use samples taken
- ⊗ Independent third- party engineers and testing labs may be used
- ⊗ Post use samples and pre-use samples may be tested in an independent lab to determine the presence of contaminants

Final Inspection, Released and Acceptance of Polk County and/or Landowner

In most cases, final closure approval is needed by both the State Environmental Agency and the property owner.



Safety

DRC maintains an unwavering commitment to the health and safety of our employees, subcontractors, customers, and the communities that we service.

Safety comes before profit and productivity.

Our goal is to ensure that all projects operate under the safest possible conditions and as such, DRC maintains a robust in-house safety program. Headed by a dedicated team of Project Managers and Regional Managers, DRC's programs and practices include:

- ☉ Morning project safety toolbox meetings
- ☉ Weekly "better ideas for improvement" meetings
- ☉ Weekly formal safety meetings
- ☉ Constant safety training certifications
- ☉ Safety recognition through our "challenge coin" award program

DRC follows all OSHA regulations and other federal and state agency guidelines when conducting an operation. DRC's Corporate Safety Plan includes Safety Plans and Policies, an Accident Prevention Plan and a Substance Abuse Policy. It is the policy of this organization 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.

Training programs include:

Smith System Driver Training
 Hazardous Materials Training
 Demolition Safety
 Asbestos Abatement Training
 Power Line Awareness
 Hazardous Communication
 Lockout/Tagout
 Fire Prevention Training
 Environmental Management Planning

Operational safety, health, and accident prevention measures will be in effect and reinforced daily by all active personnel. These measures and procedures will be reiterated weekly during planning meetings, or as needed.

Immediate action will be taken to correct any safety deficiency while maintaining the utmost respect for all members of our workforce. All actions will be documented and the safety of citizens will be considered vital.



Prompt Damage Complaint

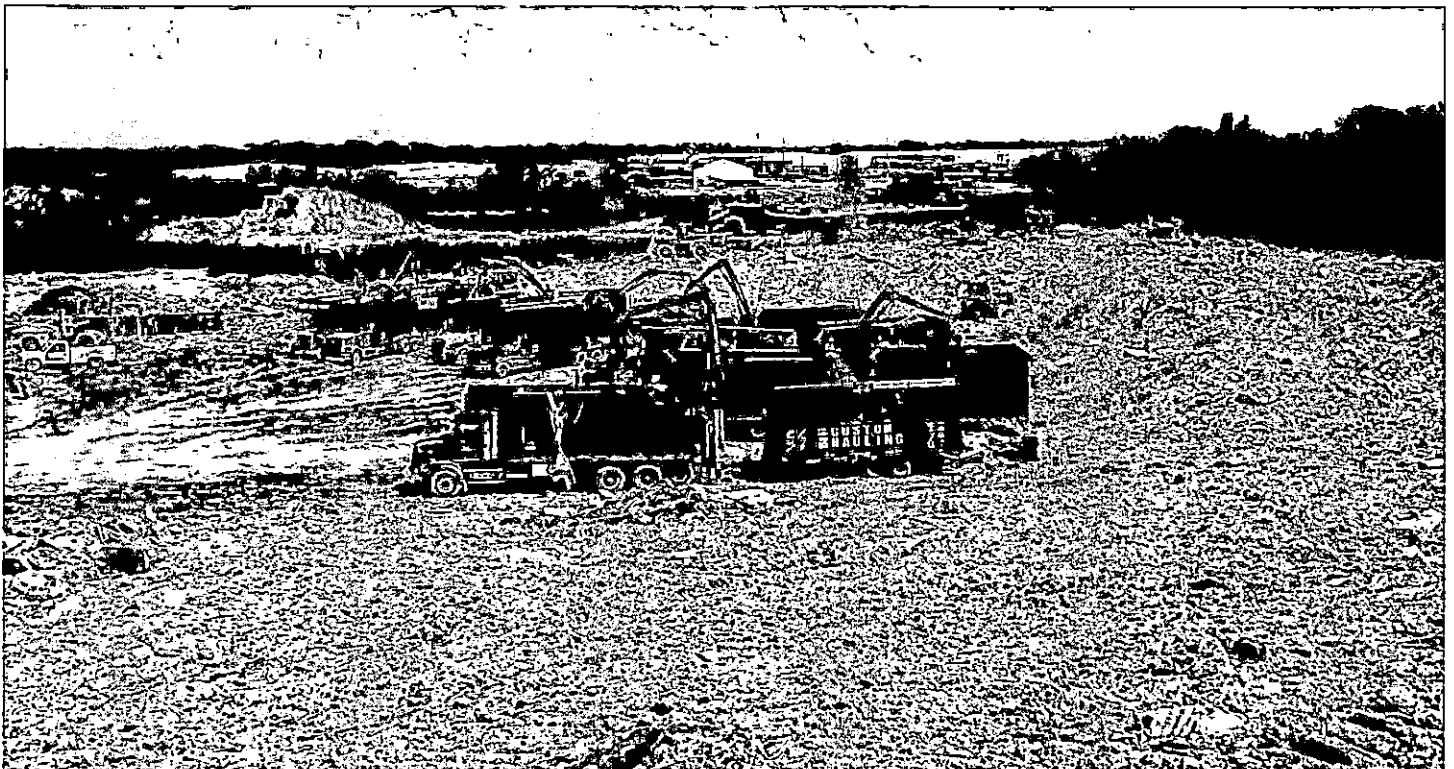
- ☉ DRC maintains a damage hotline (888-721-4DRC) for all projects. A complaint manager is assigned to the project and is responsible for tracking all damage and repair.
- ☉ DRC will investigate all damages and complaints within 24 hours and will propose a resolution to the damaged party within 48 hours.

Accounting and Document Management

DRC's invoicing procedure is as follows:

- ☉ Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- ☉ Invoice is worked up along with the ticket data backup.
- ☉ The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the County (if there isn't a Monitoring Firm).
- ☉ Once the invoice and ticket data has been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the jurisdiction, then recommends the invoice to FEMA for payment.
- ☉ Frequency: The invoicing is usually done on a weekly basis

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. 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.




Post Event Evaluations

Hot Wash Meetings

DRC holds a Hot Wash with each jurisdiction post event. A Hot Wash is an after-action evaluation that occurs between DRC and the client. This post activation meeting serves as a forum for the client to discuss the project as a whole, the processes that were implemented, and any potential improvements. Additionally, DRC has an internal meeting to discuss development strategies and innovative concepts for future activations.

Subcontractor Evaluation

DRC has a large network of subcontractors and maintains long standing relationships with trained and exclusively committed key subcontractors. Additionally, DRC strongly believes the use of local resources is vitally important to a successful disaster recovery operation. For decades, DRC has been building relationships with subcontractors across the nation. DRC utilizes a 55-point Post Event Subcontractor Evaluation Form to aid in building our reliable network of subcontractors.



6702 Broadway Street • Galveston, TX 77554 • (888) 721-4372 • Fax (504) 482-2852
www.drcusa.com

POST EVENT SUBCONTRACTOR EVALUATION RATING FORM

Subcontractor _____

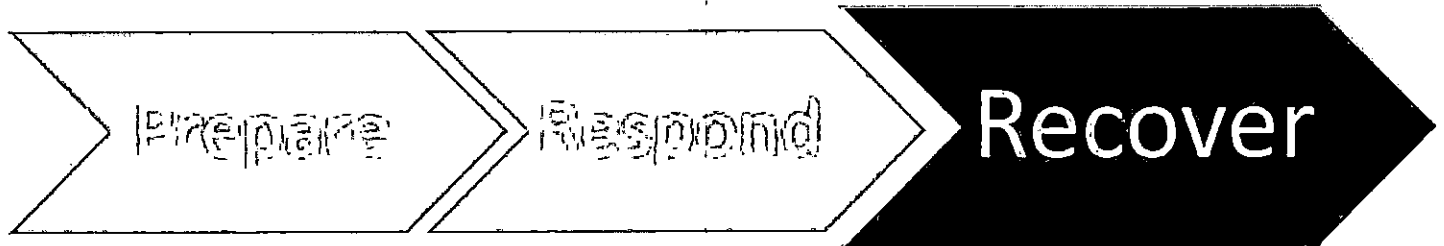
Event _____

Jurisdiction _____

Date Reviewed _____

	5 = Excellent	4 = Good	3 = Satisfactory	2 = Unsatisfactory	1 = Poor
1. Subcontractor mobilized within the timeframe required					
2. Subcontractor mobilized job with the required pieces of equipment					
3. Rate the appearance of equipment utilized					
4. Rate the reliability of equipment utilized.					
5. Rate subcontractor's overall customer service (number of complaints)					
6. Rate subcontractor's cooperation and interaction with monitoring firm					
7. Subcontractor left each collection point neat (rake ready)					
8. Rate subcontractor's overall productivity					
9. Rate subcontractor's response to repairing damages					
10. Rate subcontractor's timeliness and accuracy of invoicing					
11. Did subcontractor hold adequate equipment to the contract's conclusion?					
TOTAL SCORE					

RECOVER



- *Demolition*
- *Man Camp Services*
- *Post Disaster Temporary Housing*
- *Marine Services*

Many of the elements of work shown above can be categorized as a recovery functions, although some, if not all, could be performed simultaneously with the debris mission. Of those listed above, marine debris removal, marine salvage, and beach restoration have been previously addressed under the Response phase of operations.

Effective recovery requires a comprehensive effort of all phases that enable logical and efficient execution. The subsequent functions outlined below are all steps in a model that must be executed intelligently and with real-world experience. DRC Emergency Services, LLC, SLS, and Callan Marine comprise a core of companies under single ownership that excel at providing a turn-key approach to total disaster management. We stand alone in the industry as the only provider of these services.





DRC's sister Company, SLS, is a prominent post disaster Temporary Housing provider. From turnkey temporary trailer facilities to massive man camps designed to house and feed thousands, SLS has designed and performed most all post disaster applications.

SLS pioneered the current FEMA S.T.E.P. program during the aftermath of Hurricane Sandy in New York. The Program in New York was called "Rapid Repair" and a similar program in Baton Rouge was called "Shelter at Home". These programs are designed to perform essential elements of restoring damaged single-family residences and return homeowners back into their homes quickly. As an additional positive result, the cost of the typical S.T.E.P. program is approximately 20% the cost of placing a displaced Family into a trailer or similar structure. Rapidly returning displaced families to their homes provides a sense of community and normalcy to the affected citizens.

SLS is composed of four major divisions: RESPONSE, HEALTH, FEDERAL SERVICES and HOUSING.

Each division is distinct in focus, scope and services provided, but seamlessly utilizes a pool of leadership, talent, resources and financial capabilities. With this industry collaboration, SLS is able to successfully execute any assignment they undertake. Their experience and qualifications, bolstered by the capabilities of our highly experienced team, allow us to offer unparalleled service to our clients.





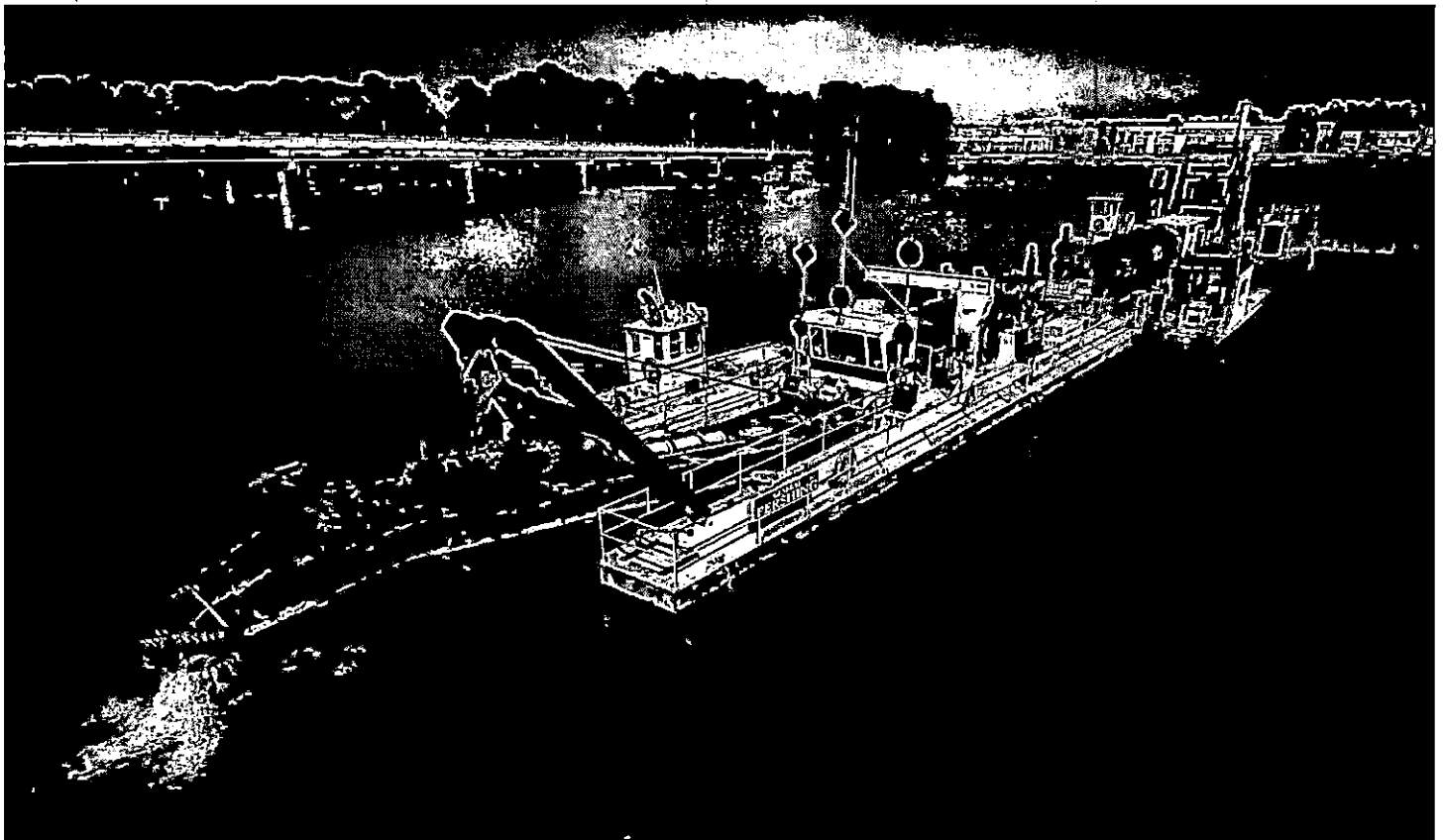
DRC's sister Company, Callan Marine is a highly-specialized construction firm capable of providing, design, engineering, management and construction services such as:

- ⊗ Marine debris management and removal
- ⊗ Offshore and inland dredging
- ⊗ Shoreline protection
- ⊗ Beach re-nourishment
- ⊗ Port/Dock facility construction
- ⊗ Wetlands construction
- ⊗ Marine protection mitigation and improvements

For over ten years, Callan Marine has been serving public and private clients by providing crucial dredging services and executing new maritime construction and expansion projects. We restore berthing depths for ship docks and navigation channels, facilitating transportation in our nation's waterways.

With a mission of safety, quality, and integrity, Callan Marine can customize a response solution for you.

Callan Marine has dredged thousands of miles of waterway in the Gulf Coast region to keep our customers productive.



DRC's team has decades of experience providing extensive disaster recovery and emergency management services to federal, state, and local governments. As a leader in the recovery industry, our passion is helping communities prepare for the worst while being prepared to deliver a rapid response when necessary, all to facilitate the most efficient recovery possible. DRC has managed over 650 debris removal projects, including the removal of 178,600,000 cubic yards of debris. Setting new industry standards is what our customers have come to expect; DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over \$3.2 billion in contracts, DRC employs scores of talented professionals ready to satisfy our client's needs. We are proven, and we are ready.



The primary mission of our company is to provide a **professional, honest, and immediate response** to natural and man-made disasters throughout the world. DRC is highly capable in managing all facets of a disaster, particularly because of our extensive experience in communicating with our clients. Through our experience, we have developed an inherent understanding of how to direct emergency response and recovery.

DRC has provided a plethora of services in response to disaster recovery including, but not limited to:

- 🌐 Disaster Planning & Training
- 🌐 Technical Assistance and Project Management
- 🌐 Debris Management
- 🌐 Right of Way Maintenance
- 🌐 Private Property Debris Removal
- 🌐 Tree Trimming & Removal
- 🌐 Temporary Site Management Reduction, Recycling & Disposal
- 🌐 Hazardous Waste Segregation
- 🌐 Final Disposal Management
- 🌐 Marine Debris Removal & Recovery
- 🌐 Sand Screening & Beach Restoration
- 🌐 Wildfire Structural Debris Removal
- 🌐 Demolition
- 🌐 Oil Spill Response and Recovery
- 🌐 Temporary Housing and Logistics
- 🌐 Infectious disease Planning and Response
- 🌐 Covid-19 Vaccination Sites and Temporary Hospitals

“The contractor effectively managed all members of their team, schedule, and provided a quality product. With what I know today about the contractor’s ability to execute what they promised, I would award to them today if I had a choice. Outstanding debris removal contractor!”

-Jesse Scharlow, Contracting Officer, Louisville District, U.S. Army Corps of Engineers

NOTABLE ACHIEVEMENTS AND EXPERIENCE

- In 2022, DRC worked in response to many different types of events including: Red-Tide Fish Kill, Tornadoes, Tropical Storm, Hurricane Ian, Flooding, Fire, Winter Storm, Ice Storm. These events had a combined contract total of **over \$159,300,000** and DRC removed and disposed of **over 3,698,000 cubic yards** of debris during this time.
- In 2021, DRC removed **over 17,000,000 cubic yards** of debris and managed **82 debris management sites** in response to Hurricane Ida alone.
- In 2020, DRC was activated in **45 jurisdictions**, managed **81 debris management sites**, and removed and disposed **over 6,400,000 cubic yards** of debris.
- Simultaneously mobilized, staffed, and successfully operated **53 individual projects** throughout the Southeastern US during the 2017 Hurricane Season.
- Established a **single-day productivity record** for post-disaster debris removal as recognized by FEMA in 2008 for collecting 440,000 cubic yards.
- Designed, implemented, managed and financed a **150-mile Gulf of Mexico shoreline protection system** in response to the BP oil spill.
- Established industry standards for total volume recycled by **recycling 100% of the 5.6 million cubic yards collected** in Houston, TX following Hurricane Ike.



BACKGROUND AND CAPACITY

Since its inception, DRC has responded and navigated through countless disaster events that included hundreds of contracts, each involving a unique community with distinct circumstances. In the past, DRC has picked up as little as 170 cubic yards for a single client and over 17.5 million cubic yards during 31 simultaneous activations. Having performed debris operations across the nation for decades, DRC has engaged a network of over 3,000 subcontracting partners. Our relationship with these contractors **guarantees that no matter the size or location of an event, DRC will respond timely.**

When disasters hit
communities,
DRC Emergency Services
is there. We stand by
ready to help you
**prepare, respond, &
recover**
in the face of disaster.



DRC'S DEBRIS EXPERTISE

650+

PROJECTS
MANAGED

178,600,000

CUBIC YARDS OF DEBRIS REMOVED



MORE THAN
\$3.2B

IN CONTRACTS MANAGED

6.4M



HAZARDOUS TREES &
LIMBS REMOVED

68

FEMA
DECLARED
DISASTERS

BONDING
CAPACITY

\$1B

440,000

CUBIC YARDS COLLECTED

SETTING FEMA SINGLE-DAY
PRODUCTIVITY RECORD

IN **28**

STATES AND

1 TERRITORY

"To date, DRC has cleared our ROW's of approximately 1 million cubic yards of debris and removed dangerous leaners and hangers.

They have proven to be experienced and knowledgeable in the storm debris removal process and an invaluable asset in our recuperation effort."

— Juan M. Maldonado, Esq., Deputy Secretary,
Chief Compliance Officer Fiscal Plan, Gov. of
Puerto Rico Department of Transportation and
Public Works



5 Year Project History

2022

Wildfire
Flood
Tornadoes
Tropical Storm
Hurricane
Winter Storm

\$159,353,792

3,698,490
cubic yards

2021

Hurricanes
Flood
Winter Storm
Tornadoes

\$433,009,227

18,948,275
cubic yards

2020

Hurricanes
Fires
Derecho

\$180,990,554

6,449,031
cubic yards

2019

Tropical Depression
Hurricanes
Tornadoes

\$6,091,446

390,713
cubic yards

2018

Hurricanes
Tornadoes
Marine/Waterway
Debris Removal

\$271,381,877

23,398,766
cubic yards



RELEVANT WORK EXPERIENCE

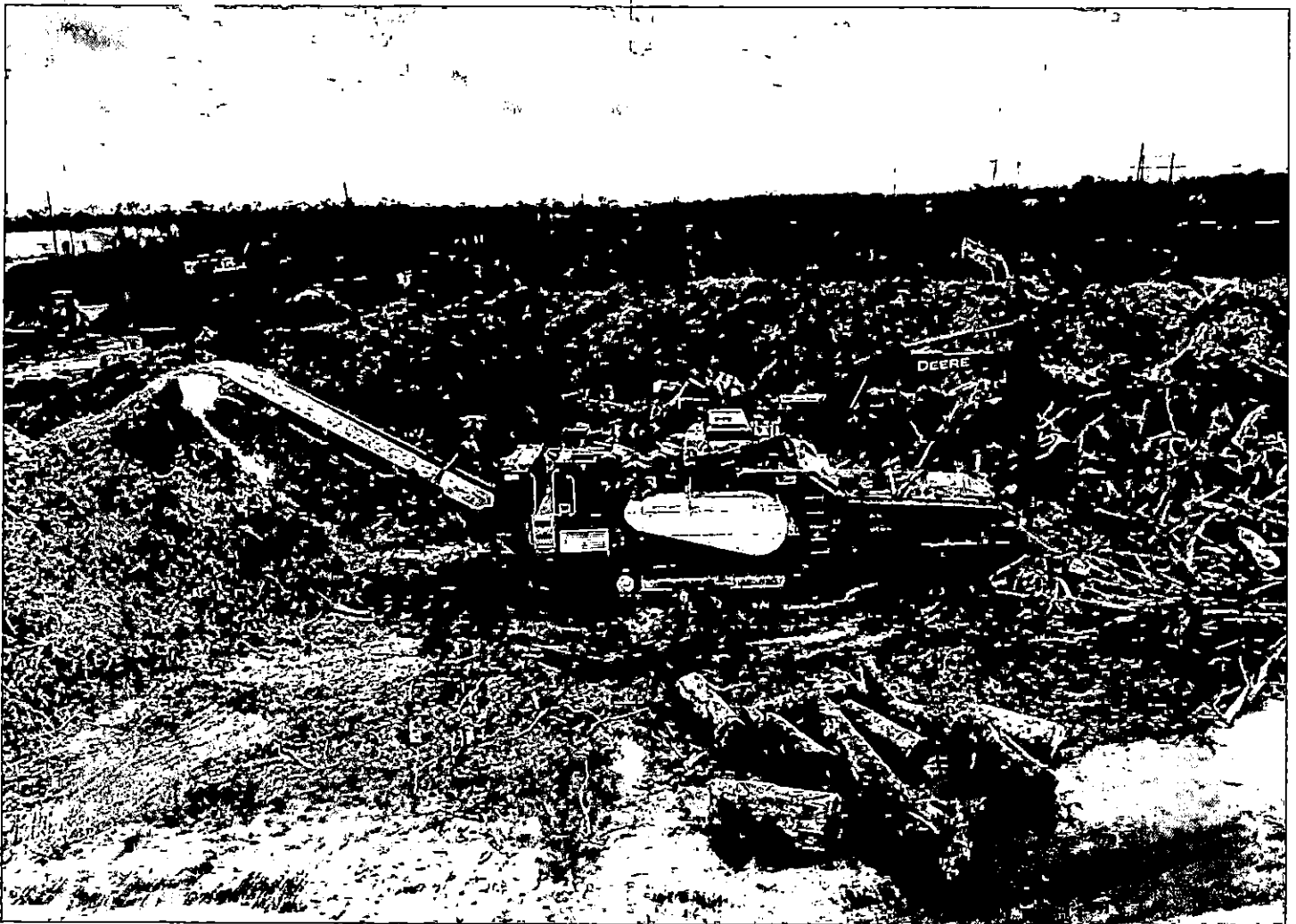
2022	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Ian	Florida: Bradenton, City of DeBary, City of Deland, Daytona Beach, FDEM, FDOT Districts 1,2, & 5, Lakeland, Lee County Schools, Longboat Key, Maitland, Manatee, Sarasota County, Sarasota Schools, St. Augustine, FL	17	3,254,038 <i>Ongoing</i>	\$107,924,786 <i>Ongoing</i>
2021	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Ida	Alabama: Dauphin Island Louisiana: Abita Springs, Ascension Parish, Assumption Parish, Baker, Bayou Lafourche Water District, Central, Donaldsonville, East Baton Rouge Parish/City of Baton Rouge, Gramercy, Iberville Parish, Jefferson Parish, LADOTD 61, LADOTD 62, Lafourche Parish, Lafourche School District, Lutchet, Napoleonville, Pointe Coupee Parish, Port Fourchon, Sorrento, Southeast Flood Protection Authority, St. Charles Parish, St. Bernard Parish, St. James Parish, St. Tammany Parish, Tangipahoa Parish, Terrebonne Parish, Pennsylvania: Montgomery County	82	17,573,949	\$317,700,611
2020	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Zeta	Alabama: Alabama DOT, Clarke County, Dauphin Island, Mobile, Mobile County, Selma, Washington County Georgia: Forsyth County Louisiana: New Orleans, Slidell, St. Charles Parish, St. Bernard Parish, Terrebonne Parish, Jefferson Parish, Plaquemines Parish Mississippi: Lucedale, Moss Point, Stone County	32	2,020,000	\$21,743,693
Hurricane Delta	Louisiana: Acadia Parish, Baker, Central, East Baton Rouge Parish, Lafayette Parish, Pointe Coupee Parish, St. Landry Parish, West Feliciana Parish	9	560,000	\$7,047,143
Hurricane Sally	Alabama: Dauphin Island, Mobile, Mobile County, Pritchard, Semmes Florida: Gulf Breeze, Mary Esther, Niceville	11	1,035,146	\$23,029,702
Hurricane Laura	Louisiana: Acadia Parish, Crowley, Grant Parish, Jefferson County Drainage District, Jefferson Davis Parish, Lafayette Parish, Natchitoches, Natchitoches Parish, Ouachita Parish, Vernon Parish, Winn Parish Texas: Matagorda County	27	2,513,185	\$32,667,393
Hurricane Isaias	Florida: Deland, North Carolina: City of Wilmington	2	237,497	\$2,738,159
2019	Activations	Temporary Sites	Cubic Yardage	Contract Value
2019 Hurricane Season	Louisiana: Assumption Parish, Pointe Coupee Parish, Terrebonne Parish, Lafayette Parish, Central, East Baton Rouge Parish/City of Baton Rouge Florida: City of Miami Beach	5	390,713	\$6,091,446

2018	Activations	Temporary Sites	Cubic Yardage	Contract Value
	North Carolina: Town of Pine Knoll Shores, Wilmington, Pender County Texas: Jefferson County, City of Liberty, Nederland, and Houston			
Hurricane Michael	Florida: Holmes County, Jackson County, Florida Department of Transportation, Tyndall Air Force Base, NSA Panama City Georgia: Colquitt	27	5,458,219	\$ 85,415,129
Hurricane Florence	North Carolina: Pender County, Wilmington, Havelock, Burgaw, Pine Knoll Shores, Surf City, Topsail Beach, Pamlico County, New Hanover County, Greene County, Southport, Jones County, and Sampson County, Camp Lejune	18	2,518,939	\$ 34,572,767.81
Alabama Tornado Outbreaks	Alabama: Calhoun County, St. Clair County, and the City of Jacksonville	2	350,881	\$ 5,009,976.14
2017	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Harvey	Texas: Texas GLO, Waller County, Harris County, Jefferson County, Port of Corpus Christi, Cities of Aransas Pass, Groves, Cleveland, Bellaire, Humble, Nederland, Port Aransas, Houston, Jacinto, Port Arthur, Piney Point Village, Port Neches, and Texas City	16	3,579,940.50	\$ 89,426,277.00
Hurricane Irma	Florida: Florida Department of Transportation, Florida Department of Environmental Protection, Monroe County, Citrus County, Miami-Dade County, Coconut Creek, Cutler Bay, Daytona Beach, Debarry, Deland, Fernandina, Ft. Lauderdale, Indian Creek Village, Inverness, Largo, Miami, North Miami, North Miami Beach, Surfside, Orange City, Orlando, Palm Beach Gardens, Pembroke Pines, Redington Beach, and St. Augustine Georgia: Brunswick	30	2,159,454.64	\$ 48,775,168
Hurricane Maria	Puerto Rico: Department of Transportation and Public Works	8	1,082,845.80	\$ 78,295,107
2016	Activations	Temporary Sites	Cubic Yardage	Contract Value
Winter Storm Jonas	Maryland: Maryland Department of General Services, State of Maryland, Prince Georges County and City of Baltimore Virginia: Loudoun County	N/A	N/A	\$ 1,002,792
Multiple Severe weather events and flooding	Texas: Harris County, Houston, Texas DOT Louisiana: East Baton Rouge parish, Ascension Parish, Tangipahoa Parish, Lafayette Parish, St. Martin Parish, City of Baker, Assumption Parish, Iberville Parish, City of St. Gabriel,	5	2,800,000.00	\$ 50,000,000
Hurricane Hermine	Florida: Citrus County, Leon County	N/A	26,694.25	\$1,792,096.93

Tab 3: Other Information

Prepositioned Contracts for Emergency Disaster Debris Removal, Reduction, Disposal, and Other Debris-Related Services

Hurricane Matthew	Florida: Daytona Beach, Ormond Beach, Deland, Orange City, St. Augustine, Sebastian North Carolina: New Hanover County, Pender County, Hyde County, Greene County, City of Wilmington, City of North Topsail Beach Georgia: Georgia Department of Transportation	14	579,473.65	\$13,572,406.02
2015	Activations	Temporary Sites	Cubic Yardage	Contract Value
Texas Flood Event	Texas: Texas Department of Transportation, City of Houston, and City of Bellaire	N/A	238,463.00	\$ 2,039,329
Louisiana Storm Event	Louisiana: East Baton Rouge Parish and Ascension Parish	N/A	135,977.96	\$ 875,867
2014	Activations	Temporary Sites	Cubic Yardage	Contract Value
Winter Ice Storms	South Carolina: South Carolina Department of Transportation North Carolina: New Hanover County, Pender County, City of Wilmington, City of Thomasville and City of Archdale	15	1,839,119.82	\$ 54,449,473



FINANCIAL STRENGTH & STABILITY

DRC is one of the most financially sound and stable companies in the disaster response industry. With a **bonding capacity of over \$1 billion** and access to dedicated cash and credit lines in **excess of \$400 million**, DRC has the ability to manage and complete multiple projects simultaneously without being hindered by a lack of operating capital. During high storm seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

- 🌐 DRC's combined contract total for 2022 is valued at over \$159,000,000. During this time, DRC removed and disposed over 3,600,000 cubic yards of debris across 9 states.
- 🌐 In 2021, DRC removed over 17,000,000 cubic yards of debris and managed 82 debris management sites in response to Hurricane Ida alone. Our combined contract total for 2021 was valued at over \$300,000,000.
- 🌐 The 2020 hurricane season consisted of numerous hurricanes including Hurricanes Hanna, Laura, Isaias, Sally, Delta, and Zeta; DRC was mobilized in Alabama, Georgia, Louisiana, Mississippi, Florida, Texas, and North Carolina and removed and disposed of over 5,900,000 cubic yards of debris for contracts totaling over \$180 million.
- 🌐 The 2018 hurricane season brought several storms, most notably Hurricanes Florence and Michael. With only two weeks of reprieve between each storm, DRC mobilized in Florida, North Carolina, Virginia and Georgia simultaneously.
- 🌐 Three major hurricanes hit continental North America in 2017, Hurricanes Harvey, Irma, and Maria, consecutively. DRC managed a total of 53 projects simultaneously in the months that followed these disasters, totaling to \$207 million and 6 million cubic yards.
- 🌐 2016 brought several severe flooding events, primarily in Texas and Louisiana. Additionally, Hurricanes Hermine and Mathew wreaked havoc on Florida and the East Coast. DRC was activated in 30 total jurisdictions, DRC picked up a total of 4 million cubic yards of debris, totaling to an estimated amount of \$64.7 million contract value.
- 🌐 The winter of 2014 wreaked havoc on the eastern seaboard. Working primarily in South Carolina and North Carolina, DRC managed the debris removal for 5 counties in North Carolina and 8 counties for SCDOT. Removing over 225,000 trees and 1,400,000 cubic yards, the contract value is \$54,449,473.
- 🌐 DRC successfully performed in at least 9 contracts that were directly related to the British Petroleum Deepwater Horizon 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 to the regions affected. The total contract value is \$185,334,469.

Banking

Texas Capital Bank

Leila Aloï

Senior VP Corporate Banking

One Riverway, Suite 2100

Houston, TX 77056

(832) 308-7005

Leila.Aloi@texascapitalbank.com

Surety

Bowen, Michlette & Britt Insurance

Agency LLC

Toby Michlette

Surety Bond Producer, Senior VP

1111 North Loop West, Suite 400

Houston, TX 77046

(713) 880-7109

Tmiclette@bmbinc.com

Insurance

McGriff, Seibels & Williams

Rob Harrison

10100 Katy Freeway

Suite 400

Houston, TX 77043

(713) 940-6544

Rob.harrison@mcgriff.com

DRC has never failed to complete any awarded work, defaulted on a contract, or filed for bankruptcy. The company has a 100% assignment completion record.





January 17, 2023

To Whom It May Concern:

DRC Emergency Services LLC and affiliates have the financial resources to support business operations and the ability to obtain additional resources, if needed. The companies have a multi-year syndicated revolving credit facility led by Texas Capital Bank with borrowing capacity up to \$500,000,000. The Companies have the financial capability to finance hundreds of millions of dollars in volume of work, without interference or slow down. The amount can be repaid and redrawn, subject to compliance with the terms of the Company's credit agreement. The credit agreement runs through January 31, 2027.

In addition to the syndicated credit facility with our bank, the owners of DRC Emergency Services LLC and affiliates keep ample levels of additional Working Capital available at a moment's notice.

We have personally banked the owners of the companies for over 15 plus years and they have been a valued client of the bank, have always paid as agreed, and are one of the highest valued clients in the bank. We have witnessed them work on multiple projects and coordinate large scale efforts with excellent execution.

Please feel free to contact me should you need additional information.



Leila Z. Alvi
Senior Vice President
Texas Capital Bank
832-308-7005

1330 Post Oak Blvd., Suite 1700
Houston, TX 77056
832-308-7000

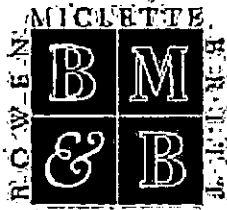




DRC
EMERGENCY SERVICES
Striking Back.

Tab 3: Other Information

Prepositioned Contracts for Emergency Disaster Debris Removal,
Reduction, Disposal, and Other Debris-Related Services



BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC
2800 NORTH LOOP WEST, SUITE 1100
HOUSTON, TEXAS 77092
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

January 4, 2023.

DRC Emergency Services, LLC
6702 Broadway
Galveston, TX 77554

Re: DRC Emergency Services, LLC

To Whom It May Concern:

We are the surety bonding agent for DRC Emergency Services, LLC of Galveston, TX. In this capacity, we have become very familiar with their financial, management, and operational capabilities. DRC Emergency Services, LLC is bonded through Travelers Casualty and Surety Company of America (Travelers), which has an A.M. Best Rating of A++ with a Financial Size Category of XV. Travelers has agreed to support performance and payment bonds for single projects up to \$500,000,000 as long as these projects fit within a \$1 Billion aggregate work program.

Please note that the decision to issue performance and payment bonds is a matter between DRC Emergency Services, LLC and Travelers, and will be subject to the review and approval of the contract terms, conditions and related underwriting criteria at the time the bonds are requested. We assume no liability to third parties or to you if for any reason Travelers does not execute said bonds.

We hold DRC Emergency Services, LLC in the highest possible regard and it is our pleasure and privilege to recommend them for your consideration.

Very truly yours,

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC

David T. Miclette
Senior Vice President

DTM/rg

INSURANCE / BONDS / RISK MANAGEMENT





DRC
EMERGENCY SERVICES
Striking Back.

Tab 3: Other Information

Prepositioned Contracts for Emergency Disaster Debris Removal, Reduction, Disposal, and Other Debris-Related Services

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 08/27/2023

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

(IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).)

PRODUCER: McGriff Insurance Services, LLC 10100 Katy Freeway, #400 Houston, TX 77043	CONTACT NAME: Julia Becvar PHONE (A/C No., Ext.): 713-877-8975 FAX (A/C No.): 713-877-8974 EMAIL: jbecvar@mcgriff.com ADDRESS:
INSURED: DRC Emergency Services, LLD P.O. Box 17017 Galveston, TX 77552	INSURER(S) AFFORDING COVERAGE: INSURER A: Crum & Forster Specialty Insurance Company 44520 INSURER B: United States Fire Insurance Company 21113 INSURER C: Texas Mutual Insurance Company 22845 INSURER D: Argonaut Insurance Company 19801 INSURER E: Vantage Risk Specialty Insurance Company (18275) INSURER F:

COVERAGES CERTIFICATE NUMBER: WG9XZBAE 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	ADD. SUBR. INSD. LYND	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC. <input type="checkbox"/> OTHER		ECG107062	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		1337543307	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		EFX122599	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	YIN N N/A	0001307608 TX WC928968471754 OS	03/31/2023	03/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors Pollution & Errors & Omissions		P03CP0000033200	03/31/2023	03/31/2024	Contractor's Pollution - Errors & Omissions Policy Aggregate \$ 5,000,000 \$ 5,000,000 \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 103, Additional Remarks Schedule, may be attached if more space is required)
RE: Prepositioned contracts for Emergency Disaster Debris Removal, Reduction, Disposal and other Debris-Related Services

Certificate Holder is included as an Additional Insured on the General Liability, Automobile and Excess Liability policies. Waiver of Subrogation applies in favor of Certificate Holder, as respects the General Liability, Automobile, Workers' Compensation and Excess Liability policies. The General Liability Policy includes a Per Project Aggregate. Coverage is primary and non-contributory as respects to the General Liability, Automobile and Excess Liability policies. All as required by written contract subject to policy terms, conditions, and exclusions. In the event of cancellation by the insurance companies, the General Liability, the Texas Workers' Compensation, Automobile and Excess policies have been endorsed to provide 90 days' Notice of Cancellation (except for non-payment) to the Certificate Holder shown below.

CERTIFICATE HOLDER 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 *R. Michael Broadlove, Jr.*

Polk County, Texas
602 E. Church, Ste. 108
Livingston, TX 77351



COMMITMENT TO COMPLIANCE & ETHICAL BUSINESS CONDUCT

DRC strives to provide the most dependable, honest, customer-centric service in the industry while upholding the highest standards of ethical conduct and compliance at all times. To better ensure our continued compliance with all laws, rules, and regulations, DRC's senior management has established a formal code of business conduct that all contractors and individuals are expected to adhere to.

Kristy Fuentes, DRC's Vice President of Compliance and Administration, oversees the Corporate Compliance Program. Her responsibilities include:

- ⊗ Evaluating internal and external compliance issues/concerns relating to DRC's interaction with customers
- ⊗ Ensuring that our management, employees, and customers are in compliance
- ⊗ Serving to form a valuable line of communication between the company and customers
- ⊗ Acting as a conduit to the President by monitoring and reporting results of the ethics practices of the company
- ⊗ Providing guidance to the senior management team

Ms. Fuentes is authorized to implement all necessary actions to insure achievement of the objectives of an effective compliance program.



Application of Core Values

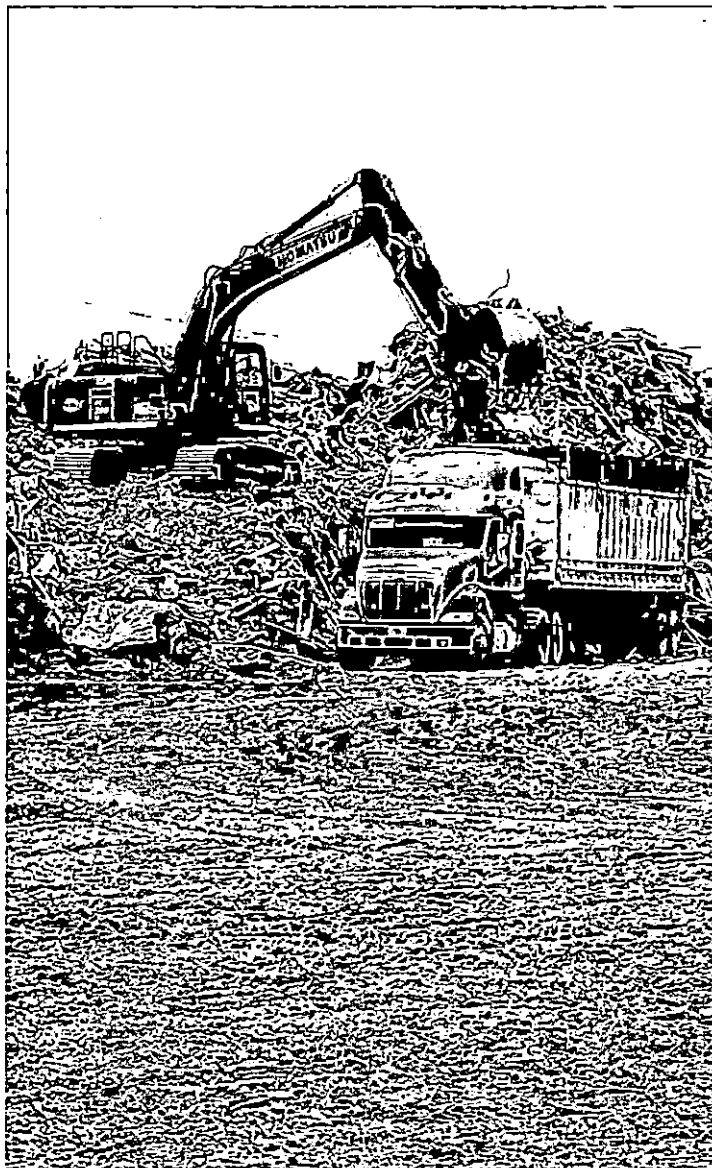
DRC is committed to upholding our core values in all aspects of business and conduct. We expect all personnel to apply these values:

- ⊗ To our **customers** we place highest priority on our response time to a disaster, our effectiveness, and the quality of our service and solutions.
- ⊗ To our fellow **employees** we look out for their welfare, safety and health. We promote an environment that encourages new ideas, enjoyment of work, and equal opportunity for advancement.
- ⊗ To our **suppliers and subcontractors**, we are fair and professional, honoring our commitments to business partners who hold our same values.

COMPLIANCE STANDARDS AND PROCEDURES

DRC aspires to be the “**first in response**” for natural and man-made disasters by being prepared, responsive, competent, and demonstrating ethical business conduct. Headed by a team of caring people, we recognize that how we do our work is as important as what work we do. We will not tolerate any short cuts when it comes to our ethical values and standards of conduct.

Our senior management and key personnel are committed to the highest standard of ethical conduct and compliance. Our senior management team has also established a very detailed ethics program with procedures to detect some of the obvious and easier ways that fraud occasionally occurs.



Quality Control Plan

The purpose of the Quality Control Plan is to promote **efficient and safe operations** and a **quality product**. DRC’s approach to quality control consists of a series of tasks and processes tailored to suit the challenging circumstances facing Polk County in the wake of a disaster event.

A copy of the Quality Control Plan is available for review upon request.

Our mission is to provide the most **dependable, honest and customer-centric** services in the industry by building **lasting relationships** with the clients we serve.

We are among the leading disaster management and civil construction groups in the United States, specializing in providing emergency preparation, disaster response and recovery from major catastrophes. Our experience covers all facets of a project, including the FEMA reimbursement process.

At DRC we’re always *striking back* against disaster.

SAFETY PROCEDURES

Through careful planning and rigorous attention to training and safety procedures, DRC ensures the health and safety for both personnel and the general public. DRC's Corporate Safety Plan includes basic policies, an accident prevention plan and a substance abuse policy.

Key safety plan components include:

1. Continuous instruction/monitoring of each contractor, subcontractor, supplier and employee in the safe operation of their work;
2. A reward system for consistent safe operation and performance.

This organization's safety goals are to provide and maintain safe work environments and establish procedures which will:

- ⊕ Safeguard public, government personnel, and property
- ⊕ Provide a safe work environment for employees and subcontractors
- ⊕ Avoid interruptions to operations and delays involving project completion
- ⊕ Increase morale
- ⊕ Enhance cost measures through safe practices

DRC's staff includes Sam Dancer, Safety Officer, Jay Gunter, Taylor Jumonville, and Scott Matthews, MOT Specialists, who bring invaluable skill and expertise to each project. With over 100 FEMA/OSHA certifications, Mr. Dancer oversees training and safety procedures. Mr. Gunter is MOT certified and successfully certified over 2,000 flaggers to meet MOT guidelines for Temporary Traffic Control Flagging Operations in 2021 alone.

A copy of DRC's Corporate Safety Plan is available for review upon request.

Employee Performance and Training

As one of the leading disaster response companies in the United States, DRC has developed one of the most comprehensive employee training modules in the industry. Every staff member is continuously trained in:

- ⊕ Online FEMA doctrine
- ⊕ Safety performance and practice
- ⊕ Certifications relative to individual disciplines

All personnel records (management, supervisors, foremen and laborers) are maintained to ensure all personnel have current training and certification relative to their job assignment. All of DRC's personnel receive specialized training in emergency management and are encouraged to further their education.



*"Your attention
to safety is to be
commended."*

Cynthia Halsey,
Environmental Services,
Okaloosa County, Florida



OPERATIONS SITE

NO ENTRY WITHOUT
PROPER AUTHORIZATION

THINK
DO IT THE SAFE WAY
DO IT THE RIGHT WAY
DO IT EVERY DAY

Drug Free Workplace Program

It is the goal of DRC to maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988. DRC has adopted the following policies on a case-by-case basis:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. As an on-going condition of employment, employees are required to abide by this prohibition and to notify her/his supervisor, the Managing Director, or Vice President in writing and within five (5) days of the violation of any criminal drug statute arrest or conviction they receive.
3. Employees who violate this prohibition or receive such a conviction are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
4. DRC provides information about drug counseling and treatment.
5. DRC reserves the right to search and inspect for the maintenance of a safe workplace.

Technical Training & Educational Services

DRC Emergency Services, LLC can help local government prepare for almost any contingency with confidence. DRC's Director of Technical Assistance and Training, Tony Furr, provides on-going education to DRC's personnel and the jurisdictions we serve. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, the Oklahoma Emergency Managers Conference and presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.

DRC's staff is highly trained to aid local governments with comprehensive planning and support. **We are committed to helping our clients understand the principals of Emergency Management** and have had overwhelming success providing training programs and pre-event planning workshops.

Mr. Furr and our Key Personnel are always available to provide Polk County with planning and training exercise. DRC will provide regular training and feedback sessions annually or on a more frequent basis to the County as a service at no additional cost. Typical workshops include:

- 🌐 Pre-Season Debris/Response Readiness Workshop
- 🌐 Scenario Based Tabletop Exercise
- 🌐 Debris Management Seminar
- 🌐 Debris Readiness Exercise
- 🌐 Discussion Based Debris Management Exercise
- 🌐 Disaster Debris Awareness Exercise

When requested, DRC can offer a "Regional Debris Readiness Workshop" for smaller jurisdictions by inviting neighboring communities to a combined training session.

"I have been city manager for over 50 years. DRC is the best Hurricane contractor I have had the opportunity to work with."

Samuel Kissinger, City Manager, Indian Creek Village, FL



10 YEAR PAST PERFORMANCE

Please see below for projects performed by DRC over the last decade. Project values below with asterisks (*) are in progress and amounts are subject to change.

2023	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
April	Little Rock, AR	2023 Tornado Removal and Disposal of Storm Debris	*\$1,970,715.17
April	Monroe County, MS	Contract for Tornado Debris and Removal Services	*\$688,351.90
March	Pottawatomie County, OK	February 2023 Tornado- Debris Removal	\$18,621.49
March	Manatee, FL	Red Tide-Fish Kill	\$26,483
February	City of Houston, TX	Heavy Trash, Bulk, and Junk Waste Collection Services	*\$655,824.66
February	City of Tyler, TX	Bulk Waste & Brush Services - Winter Storm Mara	\$296,730.00
February	City of Lakeway, TX	Bulk Waste & Brush Services - Winter Storm Mara	\$694,710.00
February	City of Austin, TX	Disaster Debris Removal- Winter Storm Mara	*\$8,461,328.87
January	Alabama Department of Transportation - Dallas County	Dallas County Tornado	*\$3,874,233.70
January	City of Lake Charles, LA - Batch 3	Private Property Debris Removal Program - Hurricane Laura	*\$193,450.00
January	City of Lake Charles, LA - Batch 7	Private Property Debris Removal Program - Hurricane Laura	*\$180,000.00
2022	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Manatee, FL	Red Tide-Fish Kill	\$13,495.00
December	St. Charles Parish, LA	Winter Tornado Debris Removal	\$97,343.44
December	St. Bernard Parish, LA	Winter Tornado Debris Removal	*\$181,447.84
November	Florida Department of Emergency Management - JV	Debris Removal- Hurricane Ian DR-4673	*\$29,770,693.04
November	Florida Department of Environmental Protection - JV	Waterway Debris Removal	*\$88,171,203.41
November	St. Augustine, FL	Storm Nicole Tropical	\$24,196.37
November	Hollywood, FL	Hurricane Nicole - Hourly work	\$14,953.75
October	Houston, TX	Mechanical & Hydraulic Dredging	\$1,936,596.32
October	Sarasota Schools, FL	Debris Removal	\$85,088.88
October	FDOT District 1	Emergency Debris Removal and Hazardous Tree Limb & Stump Removal	\$595,178.64
September	Lee County Schools	Debris Removal - Hurricane Ian DR-4673	\$315,845.98
September	Lakeland, FL	Debris Removal - Hurricane Ian DR-4673	\$1,654,141.04

September	Daytona Beach, FL	Debris Removal - Hurricane Ian DR-4673 ¹	*\$3,102,724.02
September	City of Deland, FL	Debris Removal - Hurricane Ian DR-4673	\$961,843.88
September	City of Debarry, FL	Debris Removal - Hurricane Ian DR-4673	\$943,747.84
September	St. Augustine, FL	Debris Removal - Hurricane Ian DR-4673	\$59,775.35
September	Bradenton, FL	Debris Removal - Hurricane Ian DR-4673	\$302,085.74
September	Longboat Key, FL	Debris Removal - Hurricane Ian DR-4673	\$334,105.91
September	FDOT District 5	Debris Removal - Hurricane Ian DR-4673	\$158,673.58
September	FDOT Perry	Debris Removal - Hurricane Ian DR-4673	\$15,000.00
September	FDOT Chiefland	Debris Removal - Hurricane Ian DR-4673	\$25,281.50
September	Sarasota County, FL	Debris Removal - Hurricane Ian DR-4673	\$20,975,013.19
September	Manatee, FL	Debris Removal - Hurricane Ian DR-4673	\$7,945,240.76
September	Maitland, FL	Debris Removal - Hurricane Ian DR-4673	\$141,151.33
September	Richmond, VA	Reduction and Haul Out	\$315,000.00
August	City/County of St. Charles	2022 Flooding	\$11,979.84
August	Larimer County, CO	Sediment Removal - Buckhorn Creek	\$1,850,071.00
July	East Baton Rouge Parish/City of Baton Rouge	Annual Channel Clearing Project – Elbow Bayou and Claycut Bayou	*\$1,537,979.40
July	City of Mayfield, KY	Private property debris removal in response to tornado	\$5,266,377.68
July	Lake Charles, LA	Private property debris removal and demolitions - Hurricane Laura DR-4559	\$218,136.00
May	City of Austin, TX	Bulk Waste Debris Removal	\$1,019,362.50
April	Boulder County, CO	Marshall Fires Phase 2	\$26,903,041.87
March	St. Bernard, LA	2022 Tornado	\$594,135.08
February	City of Houston, TX – Roger’s Gully	Mechanical Sand and Waterway Debris Removal, Lake Houston	\$7,007,416.52
February	Lakeland, TN	2022 Ice Storm Debris Cleanup	\$103,766.00
February	LADOTD Jefferson Ditches	Emergency Ditch, Culvert, and Catch Basin Cleaning – Hurricane Ida DR-4611	\$3,818,278.00
January	Point Coupee, LA	Bulky Waste	\$6,487.50
January	SCDOT	Winter Storm Izzy	\$40,135.00
January	Boulder County, CO	Marshall Fires Phase 1	\$266,716.84
January	City of Monroe, LA	Bulk Waste Debris Removal	\$271,600.00

2021	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	TXDOT Brazoria County	Debris Removal – Tropical Storm Nicholas	*\$615,045.70
December	LADOTD 02 St. Bernard	Emergency Drainage Cleaning for Florissant Hwy (LA46)	\$192,815.28
December	TXDOT	Disaster Debris Removal Services – Tropical Storm Nicholas	\$53,407.50
December	USACE - Graves County, Kentucky	2021 Tornadoes	\$12,640,181.52
December	Greater Louisiana Port Commission - Port Fourchon, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$631,513.60
December	Ascension Parish Waterway (Canal), LA	Disaster Debris Re Canal Disaster Debris Removal Services – Hurricane Ida DR-4611	\$11,287,635.40
October	Village of Napoleonville, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$38,941.40
October	Southeast Flood Protection Authority	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$2,690,963.63
October	Dauphin Island, AL	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$3,140,135.00
September	Bay City, TX	Disaster Debris Removal Services – Tropical Storm Nicholas	*\$236,335.95
September	Matagorda County, TX	Disaster Debris Removal Services – Tropical Storm Nicholas	*\$298,988.17
September	Lafourche School District, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$429,298.01
September	Bayou Lafourche Water District, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$5,890,173.13
September	St Charles Parish, LA	Canal Disaster Debris Removal Services – Hurricane Ida DR-4611	\$2,339,823.10
September	Sorrento, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$115,857.17
September	Town of Gramercy, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$305,274.00
September	Pointe Coupee Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$13,537.50
September	Iberville Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$140,329.15
September	Assumption Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$215,899.11
September	Baker, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$135,403.20
September	St. Tammany Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$43,757,042.06
September	Town of Lutcher, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$424,647.81
September	Montgomery County, PA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$11,944,812.49
September	Donaldsonville, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$282,656.27
September	Central, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$441,364.66
September	St. James Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$1,381,257.45
September	Ascension Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$5,289,860.19

September	Jefferson Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$35,754,679.92
September	LADOTD 61	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$5,913,629.58
September	LADOTD 62	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$30,900,053.55
August	Terrebonne Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$44,199,509.53
August	Tangipahoa Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$42,275,640.66
August	Abita Springs, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$26,868
August	St. Charles Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$18,672,467.27
August	Lafourche Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$17,253,946.46
August	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$10,938,467.34
August	St. Bernard Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$2,253,489.28
	Randolph County – ACCA	Alabama Tornadoes	\$83,352.47
July	FDOT District 2 Perry	Emergency Cut & Toss - Tropical Storm Elsa EM-3561	\$15,000.00
July	FDOT District 2 Chiefland	Emergency Cut & Toss - Tropical Storm Elsa EM-3561	\$18,326.25
July	Foley, AL	Hurricane Debris Stream Cleanout - Hurricane Sally DR-4563	\$15,000
July	City of Houston, TX	Mechanical Sand and Waterway Debris Removal, Lake Houston	\$10,483,667.44
June	Pinellas County, FL	Red Tide Fish Kill	\$2,070,438.47
June	Ascension Parish, LA	May weather event	\$2,631.14
June	State of Washington	Town of Malden Fire Cleanup	\$4,600,000.00
May	East Baton Rouge, LA	May Flood Event	\$505,060.62
April	City of Mobile, AL	Bulky Waste	\$38,637.50
April	Coweta, GA	Disaster Debris Clearance and Removal Services	\$35,089.08
April	City of Austin, TX	Winter Storm Debris Removal	\$382,005.00
April	Shelby County, AL	Alabama Tornadoes	\$511,206.78
April	Calhoun County, AL	Alabama Tornadoes	\$2,942,622.86
April	Westwego (City of), LA	Hurricane Zeta DR-4573	\$22,440.00
March	Central, LA	Winter Storm Debris	\$51,300.00
February	East Baton Rouge	Winter Storm Debris Removal	*\$1,130,963.16
February	Texas Department of Transportation	Waterway Debris Removal	\$316,915.00



January	CalRecycle, CA	2020 Fires, Debris Removal & Hazard Tree Removal Services	*\$81,651,575.10
January	Washington County, AL	Disaster Debris Removal Services – Hurricane Zeta DR-4573	\$2,806,056.32
January	Clarke County, AL	Disaster Debris Removal Services – Hurricane Zeta DR-4573	\$4,299,718.14
2020	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	State of Washington	Town of Malden Fire Clean up	\$4,567,224.89
November	City of Selma, AL	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$1,472,310.16
November	Mobile County, AL	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$5,075,456.97
November	City of Prichard, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$836,185.25
November	Stone County, MS	Disaster Debris Removal Services – Hurricane Zeta DR-4576	\$1,462,022.56
November	City of Lucedale, MS	Disaster Debris Removal Services – Hurricane Zeta DR-4576	\$513,307.96
November	City of Moss Point, MS	Disaster Debris Removal Services – Hurricane Zeta DR-4576	\$128,758.93
November	City of Alexander City, AL	Weather Event of April 2020	\$281,101.19
November	Forsyth County, GA	Disaster Debris Removal Services – Hurricane Zeta DR-4579	\$49,837.85
October	Plaquemines Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$370,612.8
October	City of Niceville, FL	Disaster Debris Removal Services – Hurricane Sally DR-4564	\$31,410.39
October	ALDOT- Grove Hill District	Disaster Debris Removal Services – Hurricane Zeta DR-4573	\$9,254,899.38
October	City of Slidell, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$367,233.00
October	Jefferson Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$2,937,024.93
October	City of New Orleans, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$391,359.16
October	Terrebonne Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$89,187.06
October	St. Charles Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$97,940.95
October	St. Bernard Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$591,978.10
October	City of Kenner, LA	Food Services – Hurricane Zeta DR-4577	\$23,685
October	Jefferson County, TX	Logistic Services – Hurricane Delta	\$13,530
October	City of Baker, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$121,977.20
October	East Baton Rouge, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$684,139.37
October	City of Central, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$106,353
October	Pointe Coupee Parish, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$27,000

October	West Feliciana Parish, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$94,143.05
October	Lafayette Parish, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$4,883,624.13
October	Acadia Parish, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$1,054,273.01
October	City of Semmes, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$77,396
October	Vernon Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$11,769,350.27
October	Natchitoches Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$793,043.66
September	Jefferson County Drainage District, TX	Logistic Services – Hurricane Laura DR-4559	\$12,886.39
September	City of Mary Esther, FL	Disaster Debris Removal Services – Hurricane Sally DR-4564	\$14,832.68
September	Jackson County, FL	Private Property Debris Removal – Hurricane Michael (DR-4399)	\$459,716.62
September	City of Gulf Breeze, FL	Disaster Debris Removal Services – Hurricane Sally DR-4564	\$1,023,202.02
September	Town of Dauphin Island, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$991,095.96
September	Mobile County, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$4,438,764.67
September	City of Mobile, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$10,143,825.52
September	Winn Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$2,184,514.30
September	Natchitoches Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$793,043.66
September	City of Natchitoches, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$14,832.68
September	City of Cedar Rapids, IA	Collection of C&D Storm Damaged Household Items – Derecho Severe Storms DR-4557	\$267,066.73
September	Grant Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$11,817,169.83
August	Ouachita Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$2,239,882.51
August	Jefferson Davis Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$2,290,672.78
August	Lafayette Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$397,790.77
August	City of Crowley, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$282,736.22
August	State of Louisiana	Emergency Support Trailers – Hurricane Laura DR-4559	\$202,000
August	Jefferson County Drainage District	Emergency Disaster Assistance Recovery- Hurricane Laura DR-4559	\$12,886.39
August	City of Deland, FL	Disaster Debris Removal – Hurricane Isaias	\$45,606.46
August	City of Wilmington, NC	Debris Management Recovery & Removal Services- Hurricane Isaias	\$2,692,553.05
July	Matagorda County, TX	Debris Clearance & Removal – Hurricane Hanna	\$411,067
July	City of Central, LA	Debris Removal in response to Weather Event	\$3,400

May	Virginia Department of Emergency Management	COVID-19 Support	\$506,232.04
May	Lafourche Parish, LA	Debris Removal and Recovery Services	\$143,375
May	St. Charles Parish, LA	May 15 Flood Event	\$62,372.41
April	City of Mount Juliet, TN	Tornado Debris Removal (DR-4476)	\$1,258,201.54
April	Puerto Rico Power Authority	Vegetation Management	\$29,283,377.08
January	City of Houston, TX	Mechanical Sand and Waterway Debris Removal, Lake Houston	* 15,792,662.59
2019	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	City of Port Aransas, TX	Municipal Boat Harbor Debris Removal Disposal Services – Hurricane Harvey (DR-4332)	\$273,428.60
September	Jefferson County, TX	Disaster Debris Management – Tropical Storm Imelda (DR-4466)	\$1,132,923.58
September	City of Liberty, TX	Disaster Debris Management – Tropical Storm Imelda (DR-4466)	\$87,791.50
September	City of Nederland, TX	Disaster Debris Management – Tropical Storm Imelda (DR-4466)	\$12,142.40
September	New Hanover County, NC	Disaster Debris Removal – Hurricane Dorian (DR-4465)	\$151,527.30
September	Town of Pine Knoll Shores, NC	Disaster Debris Removal – Hurricane Dorian (DR-4465)	\$126,898.25
September	City of Wilmington, NC	Pre-Staging Equipment – Hurricane Dorian (DR-4465)	\$26,106.20
August	City of Miami Beach, FL	Logistical Services – Hurricane Dorian (DR-4465)	\$38,400
August	City of Central, LA	Disaster Debris Removal – Hurricane Barry (DR-4462)	\$7,800
August	St. Charles County, MO	Emergency Flood Debris Removal and Disposal	\$650,075.00
August	Village of Plover, WI	Straight-Line Wind – Debris Removal	\$119,427.50
July	Assumption Parish, LA	Disaster Debris Removal – Hurricane Barry (DR-4462)	\$63,886.74
July	Pointe Coupee Parish, LA	Disaster Debris Removal – Hurricane Barry (DR-4462)	\$21,600
July	Terrebonne Parish, LA	Disaster Debris Removal – Hurricane Barry (DR-4462)	\$404,858.94
July	Lafayette Parish, LA	Disaster Debris Removal – Hurricane Barry (DR-4462)	\$225,250.75
July	East Baton Rouge Parish/City Of Baton Rouge, LA	Disaster Debris Removal – Hurricane Barry (DR-4462)	\$398,040.07
June	State of New York	Provide MRE's	\$30,6060.00
June	State of Louisiana- Sand Activation	Provide Sand per Region	\$2,537.00
June	Puerto Rico's Department of Parks and Recreation	Hurricane Maria Debris Removal (DR-4339)	\$4,890,171.32
June	Monroe County, MS	Tornado Debris Removal and Disposal Services	\$1,756,741.53
June	City of Ruston, LA	Debris Removal and Disposal from Event of April 25, 2019 (Tornado)	\$285,951.44

2018	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Sampson County	Disaster Debris Removal Services—Hurricane Florence (DR-4393)	\$23,484.79
October	Jones County	Debris Removal—Hurricane Florence (DR-4393)	\$209,953.44
October	GDOT-Colquitt	Debris Removal—Hurricane Michael (DR-4399)	\$326,471.84
October	FDOT	Base Camp—Hurricane Michael (DR-4399)	\$1,888,658.00
October	FDOT Region 3 Bay and Calhoun Counties	Debris Removal—Hurricane Michael (DR-4399)	\$33,539,480.67
October	FDOT Region 2 Gulf, Liberty, Franklin, Gadsden, Wakulla, Leon, and Jefferson Counties	Debris Removal—Hurricane Michael (DR-4399)	\$23,193,485.63
October	Southport, NC	Debris Removal—Hurricane Florence (DR-4393)	\$467,856.46
October	Greene County, NC	Debris Removal—Hurricane Florence (DR-4393)	\$12,779.24
October	Jackson County, FL	Debris Removal—Hurricane Michael (DR-4399)	\$40,000,000
October	Holmes County, FL	Debris Removal—Hurricane Michael (DR-4399)	\$2,269,063.94
October	Pamlico County, NC	Veg Disposal—Hurricane Florence (DR-4393)	\$1,107,417.42
September	Carolina Beach, NC	Sand Debris Removal—Hurricane Florence (DR-4393)	\$19,158.60
September	Jasper, SC	On Call Tree Trimming and Removal	Maintenance Contract
September	Topsail Beach, NC	Debris Removal—Hurricane Florence (DR-4393)	\$650,092.07
September	Surf City, NC	Debris Removal—Hurricane Florence (DR-4393)	\$1,750,794.12
September	Pine Knoll Shores	Debris Removal—Hurricane Florence (DR-4393)	\$926,151.47
September	Burgaw, NC	Debris Removal—Hurricane Florence (DR-4393)	\$260,824.92
September	Havelock, NC	Debris Removal—Hurricane Florence (DR-4393)	\$1,193,356.81
September	Wilmington, NC	Debris Removal—Hurricane Florence (DR-4393)	\$18,716,164.35
September	Pender County, NC	Debris Removal—Hurricane Florence (DR-4393)	\$10,819,632.94
September	Pinellas County, FL	Red Tide-Fish Kill	\$6,895,562.29
May	Port of Corpus Christi Authority (POCCA)	Marine Debris Removal Services	\$285,771.03
March	ACCA-Jacksonville	Severe Thunderstorms and Dangerously High Winds (DR-4362)	\$3,889,408.12
March	Jacinto City, TX	Debris Removal from Temporary Site	\$80,000.00
March	ACCA-Calhoun County	Severe Thunderstorms and Dangerously High Winds (DR-4362)	\$882,966.84
March	ACCA-St. Clair County	Severe Thunderstorms and Dangerously High Winds (DR-4362)	\$237,601.18

2017	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
September	Florida Department of Environmental Protection	Marine Debris Removal - Hurricane Irma (DR-4337)	\$416,444.79
November	DTOP-Puerto Rico	Hurricane Maria Debris Removal (DR-4339)	\$78,295,107
October	Miami-Dade County, FL	Site Management and Reduction of Temporary Debris Storage and Reduction Site - Hurricane Irma (DR-4337)	\$5,060,786.86
October	North Miami Beach, FL	Debris Management and Reduction - Hurricane Irma (DR-4337)	\$2,383,018.23
October	Monroe County, FL	Debris Removal - Hurricane Irma (DR-4337)	\$11,648,125.84
September	Brunswick, GA	Debris Removal - Hurricane Irma (DR-4338)	\$642,298.98
September	Orlando, FL	Debris Removal - Hurricane Irma (DR-4337)	\$570,879.96
September	Piney Point Village, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$30,010.87
September	Debary, FL	Debris Removal - Hurricane Irma (DR-4337)	\$1,073,891.11
September	Inverness, FL	Debris Removal - Hurricane Irma (DR-4337)	\$97,056.16
September	Indian Creek Village, FL	Debris Removal - Hurricane Irma (DR-4337)	\$142,821.03
September	Bellaire, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$1,279,672.03
September	Daytona Beach, FL	Debris Removal - Hurricane Irma (DR-4337)	\$923,524.92
September	Surfside, FL	Debris Removal - Hurricane Irma (DR-4337)	\$103,132.63
September	Orange City, FL	Debris Removal - Hurricane Irma (DR-4337)	\$478,643.62
September	St. Augustine, FL	Debris Removal - Hurricane Irma (DR-4337)	\$469,540.11
September	DeLand, FL	Debris Removal - Hurricane Irma (DR-4337)	\$1,190,026.81
September	Waller County, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$31,010.87
September	Doral, FL	Debris Removal - Hurricane Irma (DR-4337)	\$41,121.84
September	Cutler Bay, FL	Emergency Cut & Toss - Hurricane Irma (DR-4337)	\$98,530
September	Fernandina Beach, FL	Debris Removal - Hurricane Irma (DR-4337)	\$835,621.90
September	Coconut Creek, FL	Debris Removal - Hurricane Irma (DR-4337)	\$1,273,788.48
September	Largo, FL	Debris Removal - Hurricane Irma (DR-4337)	\$715,802.20
September	Fort Lauderdale, FL	Debris Removal - Hurricane Irma (DR-4337)	\$8,196,643.97
September	Citrus County, FL	Debris Removal - Hurricane Irma (DR-4337)	\$1,648,345.56
September	North Miami, FL	Debris Removal - Hurricane Irma (DR-4337)	\$2,383,018.23
September	Miami, FL	Debris Removal - Hurricane Irma (DR-4337)	\$9,851,246.94



September	FDOT -- District 2	Emergency Cut & Toss - Hurricane Irma (DR-4337)	\$563,069.00
September	Coconut Creek, FL	Food Activation - Hurricane Irma (DR-4337)	\$16,839.99
September	Palm Beach Gardens, FL	Food Activation - Hurricane Irma (DR-4337)	\$55,125.00
September	Taylor Lake Village, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$17,246.1
September	Humble, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$173,411.09
August	Cities of Port Neches, Nederland and Groves, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$1,062,849.32
August	Port Arthur, TX	Emergency Supplies - Hurricane Harvey (DR-4332)	\$336,668.94
August	Harris County, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$33,677,520.71
August	Texas City, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$217,981.17
August	Houston, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$21,854,657.54
August	TXGLO, TX	Beach Restoration - Hurricane Harvey (DR-4332)	\$400,000
August	Jefferson County, TX	Emergency Supplies and Debris Removal - Hurricane Harvey (DR-4332)	\$5,027,062.72
August	City of Port Aransas, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$11,771,717.34
August	City of Aransas Pass, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$7,595,915.65
August	City of Pasadena, TX	Food Services - Hurricane Harvey (DR-4332)	\$20,000
March	Chambers County, TX	Building Restoration as a result of a Tornado	\$3,400.00
January	Assumption Parish, LA	Removal of C&D from DMS - February 2016 Tornado	\$94,646.55
2016	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Greene County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$75,870.33
November	GDOT - Chatham County	Emergency Routine Maintenance - Hurricane Matthew (DR-4284)	\$1,390,795.73
November	Pender County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$162,119.60
October	Sebastian, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$387,820.47
October	Hyde County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$344,248.99
October	North Topsail Beach, NC	Disaster Debris Removal and Disposal (Push& Load & Haul Operations) - Hurricane Matthew (DR-4285)	\$48,682.78
October	New Hanover County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$912,661.04
October	City of Wilmington, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$918,465.95
October	Palm Beach Gardens, FL	Emergency Food Services - Hurricane Matthew (DR-4283)	\$52,600.00
October	City of Debarry, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$256,463.67

October	City of Ormond Beach, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$3,861,220.75
October	City of DeLand, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$505,777.85
October	Orange City, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$115,245.54
October	City of Daytona Beach, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$3,861,220.75
October	City of St. Augustine, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$856,579.69
September	Leon County, FL	Debris Removal - Hurricane Hermine (DR-4280)	\$1,591,250.93
September	Citrus County, FL	Debris Removal - Hurricane Hermine (DR-4280)	\$200,846.00
August	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$35,000,000.00
August	Ascension Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$5,903,607.61
August	Lafayette Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$975,792.64
August	Tangipahoa Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$468,387.73
August	St. Martin Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$64,622.94
August	City of Baker, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$413,150.33
August	Iberville Parish/City of St. Gabriel, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$66,153.72
June	Caldwell Parish, LA	March 2016 Flood - Louisiana Severe Storms and Flooding (DR-4263)	\$16,401.60
June	St. James Parish, LA	Haul Out - February 2016 Tornado	\$91,104.64
June	Parish of East Baton Rouge/City of Baton Rouge, LA	May 2016 Wind Event	\$198,105.72
May	Texas Department of Transportation -- Smith & Cherokee County	Debris Removal - April 2016 Tornado	\$558,910.69
May	New Hanover County, NC	Debris Removal - May 2016 Tornado	\$41,351.56
April	Harris County, TX	Debris Removal - Texas Severe Storm and Flooding DR-4269	\$504,198.86
April	City of Houston, TX	Debris Removal - Texas Severe Storm and Flooding DR-4269	\$2,728,745.37
March	Tangipahoa Parish, LA	Debris Removal - Louisiana Severe Storms and Flooding (DR-4263)	\$72,224.79
January	Prince George's County, MD	Snow Removal - Winter Storm Jonas	\$179,188.75
January	Loudon County, VA	Snow Removal - Winter Storm Jonas	\$223,113.50
January	Maryland Department of General Services	Snow Removal - Winter Storm Jonas	\$12,440.00
January	City of Baltimore, MD	Preston Road Complex Snow Removal - Winter Storm Jonas	\$122,550.00
January	State of Maryland -- Highway Authority	Snow Removal - Winter Storm Jonas	\$465,500.00
January	State of Louisiana Sand Activation	Delivery of Sand to Krotz Springs, LA	\$28,991.76

2015	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
October	Ethyl Road Industrial Park, LLC	Pond Dewatering	Est. \$136,298
October	East Baton Rouge, LA Housing Authority	Turner Plaza Demolition-Building 6	\$187,523.53
July	Jackson County, MS	Landfill Services for Chipping, Grinding, Hauling, and Disposal of Vegetative Debris	\$67,200.00
July	St. Louis County, MO	Tree Removal	Maintenance Contract
June	Texas Department of Transportation – Waller and Montgomery County	Disaster Debris Removal and Disposal – Texas Severe Storm and Flooding (DR-4269)	\$87,304.60
May	Cities of Bellaire and Houston, TX	Disaster Debris Removal and Disposal & Base Camps - Texas Severe Storm and Flooding (DR-4269)	\$1,952,025.31
May	Parish of East Baton Rouge and Ascension Parish, LA	Disaster Street Clearing Debris Collection, Removal, Processing, Disposal and Management Services	\$875,867.76
April	Castlerock Communities, LP Houston, TX	Goose Creek Landing – Detention Pond Clearing & Section 1 Clearing	\$123,664.00
March	City of Corpus Christi, TX	Master Channel 31 Drainage Channel Excavation	\$878,176.52
February	New Caney Defined Benefits Area MUD Within the City of Houston ETJ in Montgomery County, TX	Phase 2 Clearing and Grubbing	\$618,286.08
January	Harris County, TX	Expansion of James Driver Park Phase One	\$1,506,550.65
2014	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Brazos County, TX	Tree Trimming and Removal	\$118,366.25
October	Harris County, TX	South Richey Storm Water Detention Basin Excavation	\$5,395,557.23
August	Alabama Department of Transportation – 2 nd Division District 3	Tree Trimming/Canopy Removal- District 3	\$115,842.50
July	City of Athens, AL	Grinding and Disposal of April 28, 2014 Storm Debris/Green Waste	\$65,552.00
July	Hyde County, NC	Debris Management Services - Hurricane Arthur	\$8,750.00
July	City of Shreveport, LA	Cross Lake Dam Embankment Vegetation Removal	\$227,287.26
July	City of Center Point, AL	Demolition and Cleanup	\$34,911.00
July	City of Archdale, NC	Winter Storm Debris Easement Removal	\$141,000.00
July	City of Jonesboro, AR	Debris Removal	\$280,000.00
May	City of Archdale, NC	Winter Storm Debris Removal	\$147,203.50
May	Gulf Breeze, FL	Emergency Debris Removal - April Rain Event	\$108,995.46
May	Okaloosa, FL	Emergency Debris Removal	\$5,816.78
April	Thomasville, NC	Debris Removal and Disposal, Debris Management, and Debris Clearance	\$473,222.69
March	City of New Orleans, LA	Strategic Demolitions for Economic Recovery	\$6,685,950.00

February	New Hanover, NC	Emergency Response, Management, and Recovery	\$1,146,756.55
February	Wilmington, NC	C&D Debris Removal and Vegetative Debris Removal and Disposal	\$1,555,223.85
February	Pender County, NC	Debris Management and Site Disposal	\$66,447.07
February	South Carolina Department of Transportation	Clearing Roads, ROW, Debris Hauling due to a hurricane/storm event	\$44,233,669.57
January	Richmond, VA	Snow Removal Services	\$36,855.00
January	Louisiana Department of Transportation and Development – Webster Parish	Tree Removal in Webster Parish	\$458,785.00
2013	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Port St. Lucie, FL	Canal Bank Stabilization Improvements (3 Segments)	\$4,022,930.54
September	Louisiana Department of Transportation and Development – Bienville Parish	I-20 Tree Removal in Bienville Parish	\$348,053.00
June	St. Charles County, MO	Emergency Storm Debris Removal - Midwest Tornado Outbreak	\$923,105.33
June	Bridgeton, MO	Emergency Storm Debris Removal - Midwest Tornado Outbreak	\$38,918.81
June	Pottawatomie County, OK	Emergency Storm Debris Removal - Midwest Tornado Outbreak	\$418,256.75
June	City of Oklahoma City, OK	Emergency Storm Debris Removal - Midwest Tornado Outbreak	\$1,873,206.11
May	Terrebonne Parish Consolidated Government	St. Louis Bayou Cleanout	\$924,950.00
April	Ocean City, NJ	Marine Debris Removal - Super Storm Sandy Subcontractor to Zehender Disaster Relief, LLC	\$512,750.50
2012	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Piscataway, NJ	Debris Removal - Super Storm Sandy	\$1,498,637.31
November	New York Department of Transportation – Nassau County	Debris Removal - Super Storm Sandy	\$5,190,263.72
November	New York Department of Transportation – Suffolk County	Debris Removal - Super Storm Sandy	\$8,224,716.15
November	New York Department of Transportation – Suffolk County	Debris Removal - Super Storm Sandy	\$3,607,542.53
November	Harford County, MD	Debris Removal - Super Storm Sandy	\$29,671.63
September	Ascension Parish, LA	Debris Removal - Hurricane Isaac	\$279,364.17
September	Louisiana Department of Transportation and Development – District 62	Debris Removal - Hurricane Isaac	\$913,039.39
September	Mandeville, LA	Debris Removal - Hurricane Isaac	\$465,759.22
September	St. John the Baptist, LA	Debris Removal - Hurricane Isaac	\$2,919,975.96
September	Jefferson Parish, LA	ROW Debris Removal - Hurricane Isaac	\$1,713,925.30
September	East Baton Rouge, LA	Disaster Management - Hurricane Isaac	\$2,474,520.78
September	St. Charles Parish, LA	Debris Removal - Hurricane Isaac	\$506,673.33

August	Jefferson Parish, LA	ROW Debris Removal - Hurricane Isaac	\$64,402.51
August	City of New Orleans, LA	Debris Removal - Hurricane Isaac	\$2,576,871.94
August	Downtown Development District - New Orleans, LA	Debris Removal - Hurricane Isaac	\$14,858.79
August	State of Louisiana	Mass Feeding - Hurricane Isaac	\$23,750.00
August	State of Louisiana	Catering Services - Hurricane Isaac	\$21,030.00
August	State of Louisiana	Delivered MRE's to Kenner, LA - Hurricane Isaac	\$4,604.64
August	State of Louisiana	Sand Delivery - Hurricane Isaac	\$19,680.00
August	Florida Department of Transportation - District 7	Cut and Toss Contract Z7023 - Hurricane Isaac	\$17,550.00
July	St. Clair County, AL	PWB #29 Shoal Creek Extension	\$188,864.00
July	VDEM	Logistics / Emergency Supplies	\$96,911.80
July	Corpus Christi, TX	Brush Collection	\$249,070.83
June	Matthews County, VA	Logistics / Emergency Supplies	\$13,109.00
May	Corpus Christi, TX	Debris Removal	\$482,331.96
May	Moody, AL	Storm Debris Removal	\$69,375.00
May	Limestone County, AL1	Waterway Debris Removal	\$164,605.02
May	St. Clair County, AL	Shoal Creek Debris Removal	\$682,000.00
May	St. Clair County, AL	Kelly Creek Debris Removal	\$173,782.00
April	Tuscaloosa, AL	Forest Lake Debris Removal	\$142,817.00
March	Pendleton County, KY	Tornado debris removal from county road right of ways	\$144,039.22
March	Lafayette Consolidated Government	Emergency Disaster Debris Removal - March 2012 Floods	\$52,767.84
February	Center Point, AL	Disaster Debris Removal, Reduction & Disposal for - January 2012 Tornadoes	\$458,260.06
January	Tuscaloosa, AL	Structural demo, Debris removal and Site cleanup	\$1,369,153.80

REFERENCES

REFERENCES

OWNER & TIMELINE	DESCRIPTION OF WORK	CONTRACT VALUE	CUBIC YARDS	POINT OF CONTACT
City of Austin, TX February 2023 – April 2023	Disaster Debris Removal - Winter Storm Mara	*\$8,461,203.87	655,423.55	Richard McHale, <i>Resource Recovery</i> Phone: (512) 974-4301 richard.mchale@austintexas.gov P.O. Box 1088 Austin, TX 78767
Manatee, FL September 2022- February 2023	Debris Management Services	\$7,777,413.86	591,846.50	Jeanne Detweiler, <i>Superintendent,</i> <i>Solid Waste Enforcement</i> Phone: 941-812-4301 jeanne.detweiler@mymanatee.org 3333 Lena Road, Bradenton, FL 34211
Sarasota County, FL September 2022- February 2023	Disaster Debris Collection, Reduction and Disposal - Hurricane Ian	\$20,975,013.19	1,966,419.35	Lois Rose, <i>Manager</i> Phone: 941-544-2817 lerose@scgov.net 4000 Knights Trail Rd, Nokomis, FL 34275
St. Tammany Parish, LA September 2021- March 2022	Disaster Debris Removal Services— Hurricane Ida DR- 4611	*\$43,757,042.06	2,521, 178.10	Jay Watson, <i>Director of Public Works</i> Phone: 985-898-2557 jwatson@stpgov.org 21454 Koop Dr, Building B Mandeville, LA 70471
LADOTD 62 September 2021- March 2022	Disaster Debris Removal Services— Hurricane Ida DR- 4611	\$30,900,053.55	1,694,908.97	Seth Matherne, <i>State Debris Manager</i> Phone: 225-379-1164 seth.matherne@la.gov 1201 Capitol Access Road, Baton Rouge, LA 70802
Jefferson County, TX September 2019- November 2019	Disaster Debris Management— Tropical Storm Imelda (DR- 4466)	\$1,132,923.58	57,429.65	Robert Grimm Phone: 409-835-8757 Fax: N/A rgrimm@co.jefferson.tx.us 1149 Pearl Street, 1 st floor Beaumont, Texas 77701

LETTERS OF RECOMMENDATION



St. Bernard Parish Government

8201 West Judge Perez Drive, Chalmette, Louisiana, 70043
(504) 278-4227 Fax (504) 278-4330
www.sbppg.net

Guy McInnis
Parish President

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005
March 24, 2023

Re: Letter of Recommendation

To Whom It May Concern,

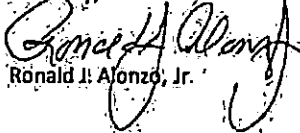
Please let this serve as a letter of recommendation for DRC Emergency Services, LLC. For the past eight years, St. Bernard Parish Government (SBPG) has worked hand in hand with the DRC team through various challenges - including hurricanes and tornadoes. We have continuously received excellent service throughout these events, as well as normal operations. DRC has proven to be a reliable partner with an inherent understanding of our mission "to protect and enhance the quality of life by providing a high level of service in an efficient and responsive manner for all citizens." Many of DRC's personnel grew up in St. Bernard Parish and still reside in our community. For them, our mission isn't just close to home - it is home.

Over the past four years, we have activated our contract with DRC four times in the wake of Hurricane Zeta, Hurricane Ida, and two tornadoes. Each time, DRC was highly responsive and mobilized equipment and personnel immediately following these disaster events. DRC's ability to efficiently and effectively problem solve under pressure is unparalleled. Additionally, DRC's management personnel were in constant contact, keeping SBPG officials informed and up to date on the project underway. No matter the day or time, when we called, DRC answered.

Not only did DRC Emergency Services deliver on all of their contractual agreements, they also honored verbal commitments that were made to assist SBPG in delivering the highest quality service to our residents.

I would strongly consider choosing DRC Emergency Services as your disaster response contractor. Their professionalism, integrity, accountability, work ethic, and responsiveness are second to none. We've experienced excellence from DRC for the services rendered to St. Bernard. If you have any questions, please feel free to reach out.

Sincerely,



Ronald J. Alonzo, Jr.



ST. CHARLES PARISH
OFFICE OF THE PARISH PRESIDENT

MATTHEW JEWELL
PARISH PRESIDENT

JENNIFER CRISP
EXECUTIVE ASSISTANT

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

March 23, 2023

Dear Sir/Madam,

It is my pleasure to recommend DRC Emergency Services, LLC as a disaster response contractor. As the Parish President, I had the privilege of working with DRC on multiple occasions. When Hurricane Ida, a Category 4 storm, made landfall in Southeast Louisiana, DRC was already in the process of procuring and staging assets to aid in our recovery efforts.

DRC worked closely with Parish personnel to assess damage, establish collection grids, permit emergency debris management sites, and determine the scope of work based on disaster impact. They provided ROW debris removal, waterway debris removal, and logistics services simultaneously, which helped immensely during this difficult time. Moreover, DRC provided essential items such as pallets of water, toiletries, restroom/showers, fuel, and a 100-person emergency shelter which housed National Guard and St. Charles Parish employees. Through their logistic services, DRC gave hope to the community during a time of great need.

Over the past decade, St. Charles Parish has had the opportunity to work with DRC Emergency Services on multiple emergencies, including major hurricanes, a tornado, and a devastating flood from torrential rainfall. DRC has removed and disposed of over 1,443,000 cubic yards of debris in St. Charles Parish, demonstrating their commitment to serving the community. Through all of this, DRC has demonstrated their integrity and resilience in the face of disaster.

Based on my experience, I wholeheartedly endorse DRC Emergency Services, LLC as a disaster response contractor. Their dedication and expertise are unparalleled, and I am confident that they will provide exceptional service to any organization that requires their assistance.

Sincerely,

Matthew L. Jewell
Parish President
St. Charles Parish





GORDON E. DOVE
PARISH PRESIDENT

OFFICE OF THE PARISH PRESIDENT
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
P.O. Box 6097
HOUMA, LOUISIANA 70361-6097



(985) 873-6401
Fax: (985) 873-6109
Email: gdove@tcpg.org

March 27, 2023

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

To Whom It May Concern:

On behalf of Terrebonne Parish Consolidated Government, it is our pleasure to take this opportunity to commend DRC Emergency Services, LLC for their outstanding performance in response to Hurricane Ida.

On August 29, 2021, the destructive Category 4 Hurricane Ida made landfall in Southeast Louisiana devastating the community of Terrebonne Parish. Despite that many of DRC's personnel are Louisiana natives who were also affected by the storm, DRC sprang into action and began working immediately. DRC's team assessed the damage and made a plan that proved to be both safe and efficient. Having worked with DRC for over a decade, they utilized push routes, collection grids, and debris reduction/disposal sites that were previously established and successfully used in response to prior disaster events. To date, DRC has removed and disposed of over 3,500,000 cubic yards of debris in response to Hurricane Ida.

Having DRC on standby, we have come to expect the best. DRC's services are comprehensive. DRC has provided land-based debris removal, waterway debris removal, demolition, and logistic services to Terrebonne Parish. Additionally, DRC's attention to detail in the wake of tragedy is unmatched. Terrebonne Parish has called on DRC 6 times over the past 13 years and every time we are reminded why we choose them as our disaster response contractor.

We highly recommend DRC Emergency Services as a debris removal contractor. I am confident they provide the same level of excellence we have experienced to all the communities they serve.

Respectfully submitted,

Gordon E. Dove
Parish President

Cc: Earl Eues, Office of Emergency Preparedness



HORSHAM TOWNSHIP

WWW.HORSHAM.ORG
COUNCIL
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VICE PRESIDENT
THERESA HARMON
GREGORY S. NESBITT, Esq
SEAN WADE



1025 HORSHAM ROAD

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215-843-3131 PHONE
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WILLIAM T. GILDEA-WALKER
TOWNSHIP MANAGER
DENNIS P. HAGGERTY JR
DIRECTOR OF ADMINISTRATION

March 8, 2022

DRC
110 Veterans Memorial Boulevard
Suite 515
Metairie, LA 70005

Dear Mr. Mehl:

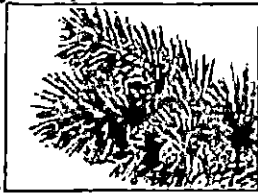
On behalf of Horsham Township and Township Council, I would like to take this opportunity to thank you and your staff for the great work that DRC performed in Horsham Township after Hurricane IDA's destructive path made its way through our community. In Horsham's history, never has a tornado touched down in our area, we were extremely appreciative of your prior experiences and the direction you provided to help organize such an enormous recovery.

Your dedication to our community was demonstrated when you listened to our recommendation to allow for local resources to be used. By establishing such procedures our efforts were more efficient and persistent during initial clean up. As quickly as the months have passed, we still see evidence of Hurricane IDA's devastation and hear from people still affected by its destruction, however we know that we are much better off having had your assistance during this life changing event. You executed a safe and effective debris removal program and responded to many different situations throughout the emergency.

I would like to give credit toward your preparedness, your personnel, and the equipment that delivered without incident. I hope that you know how much we appreciated what you did during such a chaotic time. Please accept our gratitude on behalf of myself, Horsham Township and Township Council. Again, thank you very much for the time, energy, and resources that DRC contributed to our community.

Sincerely,

Dennis P. Haggerty Jr.
Horsham Township
Director of Administration



WINN PARISH POLICE JURY

P.O. Drawer 951, WINNFIELD; LOUISIANA 71483-0951

Phone (318) 628-5824 Fax (318) 628-7336

E-Mail: pjadmin@wppj.net

www.winnparishpolicejury.com

Joshua McAllister
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Kirk Miles
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Phillip Evans

District Two
Deionne Carpenter

District Three
Joshua McAllister

District Four
Tammy Griffin

District Five
Kirk Miles

District Six
Author Robinson

District Seven
Frank McLaren

May 11, 2021

Re: Letter of Reference-DRC Emergency Services

To Whom It May Concern:

On behalf of the Winn Parish Police Jury, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

On August 27, 2020, Hurricane Laura stormed through our rural community leaving a path of destruction and debris unlike any other disaster we have encountered. After careful consideration of several debris removal companies, Winn Parish contracted with DRC for debris removal services. Little did we know, but 6 weeks later, Hurricane Delta hit Winn Parish on the heels of Hurricane Laura. What seemed like insurmountable odds, DRC came in and got us moving in the right direction with their knowledge and expertise during these times of disasters.

DRC was quick to respond and react and began work immediately. DRC's team worked with our administrative and road staff to begin identifying the known extent of damage inflicted by this disaster, learning our streets and roads so they could mobilize their significant fleet of trucks to begin staging for debris removal operations. DRC provided a Program Manager to oversee all operations along with other staff members to assist us in all aspects of the cleanup process.

The same level of responsiveness, coordination and resourcing on the part of DRC was present throughout the entirety of our debris removal and recovery effort. DRC assisted Winn Parish in keeping the citizens and other agencies informed of the debris process. DRC helped the Parish in applying for all necessary permits at debris sites. DRC was present throughout the entire debris removal and recovery effort, resulting in all submittals and invoicing being completed and submitted in a timely manner with has allowed the Parish to quickly process and submit records to FEMA for reimbursement.

The Winn Parish Police Jury contracted with DRC in the amount of \$2,222,126 for debris removal services. These services consisted of the removal of vegetative debris, leaning trees, hazardous hanging limbs and stumps from over 700 miles of roads. DRC followed all guidelines and specifications in the contract and completed all work in a timely manner. If any problems or

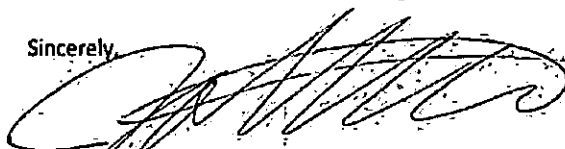
HOME OF THE LOUISIANA FOREST FESTIVAL



concerns arose, DRC was only a phone call away and would immediately solve the issue. Winn Parish had a great working relationship with DRC during this contract and would contract with them again in the future without hesitation.

If you have any questions or need additional information, please do not hesitate to contact me or my office.

Sincerely,



Joshua McAllister
President
Winn Parish Police Jury

JM/kt



Olen Bean
Emergency Management Coordinator

Clif Kennedy

DRC Emergency Services

P: 504.482.2848 M: 713.715.8772

E: ckennedy@drcusa.com W: www.drcusa.com

DRC Emergency Services had contracted with Newton County for pre-disaster debris pickup before Hurricane Laura made landfall in Louisiana. Clif Kennedy and DRC representatives were on scene quickly to assess the damage and estimate how many yards of debris would need to be picked up. Newton County began the process of identifying TDMS locations throughout the County with DRC help. Newton County also discussed using local subcontractors, if possible, which DRC agreed to. Newton County debris was picked up by TXDOT contractor saving the county the 25% match for FEMA reimbursement. Even though Newton County did not activate their contract with DRC, communications between DRC and Newton County continued as debris was picked up. There was no disagreement with the contract, logic was to save Newton County millions of dollars for debris pickup. Newton County fully recommends DRC for disaster services.

Olen Bean
Newton County EMC





BOARD of COUNTY COMMISSIONERS

Phone (850) 482-9633
Fax (850) 482-9643
www.jacksoncountyfl.net

Administration Building
2864 Madison Street
Marianna, Florida 32448-4021

October 8, 2020

SLSCO/DRC Emergency Services
6702 Broadway St.
Galveston, TX 77554

RE: Letter of Reference

It is with great pleasure that I write this letter of reference for SLSCO/DRC Emergency Services. I had the opportunity to work with them on the Hurricane Michael disaster in Jackson County, Florida.

When Hurricane Michael hit the Florida Panhandle on Oct. 10, 2018, SLSCO/DRC had employees in our county ready to help. They have proven to be very knowledgeable about the process of debris removal, the regulations and requirements of the state and FEMA.

I would gladly recommend SLSCO/DRC for all your emergency service needs. After the massive cleanup that occurred in our county, our existing contracts were up. We went back out for bid and SLSCO/DRC was selected again because of their excellent performance.

Sincerely,

Clint Pate
Chairman, Jackson County Board
Of County Commissioners

Commissioners

Dr. Willie E. Spires
District 1

Clint Pate,
District 2

Chuck Lockey
District 3

Eric Hill
District 4

Jim Peacock
District 5





July 25, 2018

To Whom It May Concern,

On behalf of the City of Baton Rouge/Parish of East Baton Rouge's Department of Environmental Services, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

DRC has been a trusted partner of our City-Parish for years, including and especially during one of the most catastrophic and costly events in the history of our state and country. In August 2016, when the floodwaters of the Great Flood of 2016 (DR-4277) began rising and threatening to inflict damage on tens of thousands of homes in East Baton Rouge Parish, DRC was quick to respond and react to our activation of the company's debris removal contract. In the days that immediately followed, DRC's team worked side-by-side with our senior leadership team at our emergency operations center to begin identifying the known extent of damage inflicted by this disaster, preparing routes and maps for rapid deployment across our parish once it was safe to do so, and immediately mobilizing their significant fleet of trucks to begin staging for debris removal operations. Less than a week after floodwaters began to recede from our area, DRC's fleet began to conduct our first debris removal pass, targeting seven initial ZIP codes that were impacted by the flooding event. DRC subsequently expanded operations to include all impacted ZIP codes and remained active through their final pass conducted in August 2017.

Throughout this timeframe, DRC's team was responsive, proactive, and communicative regarding any needs our City-Parish agencies, elected officials, or residents had related to our debris removal program, going above and beyond to ensure the public was informed about program activities at all times. For example, beginning in mid-September 2016, DRC staff along with our debris monitoring firm team joined City-Parish leaders in providing televised updates on debris removal activities each morning - both for the day ahead as well as upcoming deadlines or issues related to the program. These segments were broadcast live by local news media, on our government access channel Metro 21, and through our City-Parish Facebook page via Facebook Live. These daily updates continued for nearly a month and a half, and DRC's team was integral in developing and sharing updates to be shared with our residents that kept them informed and aware of program activities.

This same level of responsiveness, coordination, and resourcing on the part of DRC was present throughout the entirety of our debris removal program and recovery effort, ultimately resulting in nearly 2 million cubic yards of debris collected and representing one of the largest and most complex flood debris removal efforts in the history of the U.S. DRC's ability to mobilize their fleet and respond to needs, or proactively anticipate them, was critical to our program's success - including rapid scaling of their fleet to nearly 200 trucks on the streets each day at the height of the program's activity and daily debris collection totals approaching 50,000 cubic yards. Our Mayor's Office, Councilmembers, my office, and other coordinating agencies took great comfort in the "on the ground" presence and access they had to DRC's team throughout this effort, and their commitment to the job until we fully addressed all the recovery needs of our residents was greatly appreciated.

I strongly recommend DRC as a qualified and capable debris removal contractor that I feel confident will provide the same level of service, dedication, and passion for your recovery and/or clean-up effort as they did here in East Baton Rouge Parish. Please don't hesitate to contact me if you have any questions.

Sincerely,

Adam M. Smith, PE
Chief of Wastewater Operations & Maintenance

374 BAYLUM BOULEVARD, BATON ROUGE, LA 70802





GOVERNMENT OF PUERTO RICO
Department of Transportation and Public Works

John M. Maldonado, Esq.
Secretary
Department of Transportation and Public Works

August 8th, 2018.

RE: DRC Emergency Services, LLC (DRC)

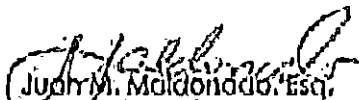
To whom it may concern:

DRC has been under contract with the Puerto Rico Department of Transportation and Public Works (DTPW) following the landfall of Hurricane Maria. DRC was tasked with clearing the DTPW's right of way (ROW) of all storm related debris in their assigned zone. Based on our experience with DRC thus far, we would support them in being considered for similar work.

To date, DRC has cleared our ROW's of approximately 1 million cubic yards of debris and removed dangerous leaners and hangers. They have proven to be experienced and knowledgeable in the storm debris removal process and an invaluable asset in our recuperation effort.

If you require further clarification, please do not hesitate to contact the undersigned.

Sincerely,


John M. Maldonado, Esq.
Deputy Secretary
Chief Compliance Officer Fiscal Plan





Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

September 28, 2018.

RE: Letter of Reference - DRC

To Whom It May Concern:

After Hurricane Matthew, the Georgia Department of Transportation contracted with DRC Emergency Services in the amount of \$1,445,700 for debris removal services. These services consisted of the removal of vegetative debris, leaning trees, hazardous hanging limbs, and stumps from approximately 162 miles of the State Routes in Chatham County. DRC followed all guidelines and specifications in the contract and completed the contract in the specified timeframe given. DRC provided a project manager to manage all subcontractors and ensure traffic control items were correct and work was completed in a safe manner. All submittals and invoicing was completed and submitted in a timely manner which allowed the Department to quickly process and submit records to FEMA for reimbursement. The Department had a great working relationship with DRC during this contract and would contract with them again in the future.

If you have any questions or need additional information then please feel free to contact this office at (912) 530-4434 or at P.O. Box 610, Jesup, Georgia 31598.

Sincerely,

Brian H. Scarbrough
Assistant District Maintenance Engineer

cc: File

Office of the Lieutenant Governor
State of Louisiana

BILLY NUNGESSER
LIEUTENANT GOVERNOR



P.O. Box 44243
Baton Rouge, Louisiana 70804-4243
(225) 342-7009

July 31, 2018.

To All Interested Parties:

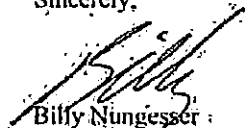
It has been my unique pleasure to work with DRC Emergency Services, LLC on multiple occasions throughout my political career. Currently, DRC supports the Lieutenant Governors Association through active participation and an important sponsorship of the organization. It is through involvement like DRC's that we can both perpetuate the existence of our organization and gain unique perspective from a private sector partner.

During my tenure as Parish President of Plaquemines Parish, DRC was instrumental in our expedited recovery following Hurricane Katrina due to their exemplary work in the areas of debris collection, processing and disposal, canal de-siltation services, and waterway debris removal. Following the BP Oil Deepwater Horizon catastrophe, DRC designed and implemented oil collection and mitigation programs that covered over 100 miles of gulf coastline. Their innovated leadership in these areas were applauded by both BP Oil and top-ranking government officials, alike.

It is without reservation that I wholeheartedly endorse and recommend DRC Emergency Services, LLC to provide vital pre-disaster and post-disaster services to your government. DRC's management and field personnel have proven time and again to be the most informed and responsive in the area of disaster management services.

Please contact my office with any further questions relating to my experiences with this organization.

Sincerely,


Billy Nungesser
Lieutenant Governor

WHN/IS





Solid Waste Management
235 Operations Center Drive
PO Box 1810
Wilmington, NC 28402-1810

910 341-7875
910 790-2391 fax
wilmingtonnc.gov
Dial 711 TTY/Voice

August 15, 2017.

DRC Emergency Services, LLC, Mobile, Alabama has been the contractor for the City of Wilmington, NC since 2013 to provide Phase II C&D Debris removal & Vegetative Debris Removal & Disposal.

Wilmington needed to activate DRC's contract on two occasions. The first was the ice storm in February 2014 that produced 174,352 cubic yards of vegetative debris. DRC completed the cleanup in 40 days. The second activation came in October 2016 for Hurricane Matthew. Matthew produce 98,658 cubic yards of vegetative debris. Cleanup started on 10/18/16 and was completed on 11/25/2018.

On both occasions Tony Swain DRC's Project Manager arrived in Wilmington the day before the event so he was in place to immediately assess damage and start the process to order the manpower and equipment needed to start the cleanup effort. He was here before a notice to proceed was sent.

The professional organization, quality of work and willingness to meet and work with City staff exceeded expectations and fulfilled all objectives of scope of services spelled out in their contract.

Tony was in constant contact reporting progress each day. He was responsive to the City's needs and was very willing to adjust schedules as needed. I had a number of conversation with DRC's home office and they acted equally professional, all members of the DRC staff were very responsive and approachable. The City of Wilmington has a very good working relationship with DRC and are very pleased with the service they provide. Judging from DRC's past performance I would have no issue to recommend them to other municipalities.

Please do not hesitate to call me with any questions or if you need further information.

Sincerely,

Dave Baudich

Superintendent of Solid Waste
City of Wilmington
235 Operations Center Drive
P.O. Box 1810
Wilmington, NC 28402-1810
Ph: 910.341.0081 | Fax: 910.790.2391





CITY of DeBARY

www.cityofdebary.org

UPPER RIVER CITY

To: DRC Emergency Services

From: Alan Williamson, Public Works Director

Subject: Letter of Reference

Date: 13 March 2017

The City of DeBary was impacted by Hurricane Matthew in October 2016. The city had in place emergency stand-by debris removal contracts, and DRC Emergency Services was activated for this event. DRC representatives met with city staff prior to hurricane land-fall, and as a result of Hurricane Matthew the city had 19,000 cubic yards of debris to pick up, reduce by chipping, and haul out.

DRC coordinated the process for each phase of the debris process which included the removal, grinding, and haul out of the debris. In addition to the debris services provided the final documentation was thorough and straightforward which is invaluable for FEMA reimbursement purposes.

I would highly recommend DRC Emergency Service for a debris removal contractor as they are quick to assist, answer questions, and help train staff to get the job done safely and quickly.

Respectfully yours,

Alan Williamson
City of DeBary
Public Works Director





NEW HANOVER COUNTY
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
3002 US HIGHWAY 421 NORTH
Wilmington, NC 28401-9008
Telephone: (910) 798-4400 • Fax: (910) 798-4408
E-Mail Address: jsuleyman@nhc.gov

JOE SULEYMAN
Director of Environmental Management

August 16, 2017

Mr. Tony Swain
DRC Emergency Services
408 N. Topsail Drive
Surf City, NC 28445

RE: Letter of Recommendation

Dear Tony,

I wanted to take this opportunity to thank you and your entire team for the exemplary job you have done for the citizens of New Hanover County. Your debris removal efforts following the 2014 Ice Storm, the EF-1 tornado in 2016, and Hurricane Matthew in 2016 allowed the communities in the county to recover quickly and seamlessly.

I am truly amazed at your watchful eye prior to an event, your rapid response immediately following an event, and that I can often find you out in the field, raking in hand, ensuring that the residents receive the highest level of service, professionalism, and courtesy. We ask a lot of you, and you always delivered.

On behalf of my team at Environmental Management and the citizens of New Hanover County, thank you for your dedication and a job well done. I would strongly recommend DRC to any town, city, county, or other governmental body looking for a debris management contractor that knows how to get the job done, and done right.

Respectfully,


Joe Suleyman
Director, Environmental Management
New Hanover County



PORT NECHES

January 08, 2017

RE: Letter of reference for DRC

To Whom It May Concern:

The City of Port Neches has worked with DRC in Hurricanes Rita, Ike and Harvey. In the latest, Hurricane Harvey, DRC was the debris removal contractor for the Cities of Nederland, Groves, and Port Neches. In this incident they collected furnisher, building materials, HHW, and demolition/debris. They also ran a debris reduction site. In Rita and Ike, they also collected green waste, removed leaning trees, and hazardous hanging limbs. They collected over 52,000 cuyd. of material in Hurricane Harvey. Their project coordinator did an outstanding job in the management of the site, supervision of all the sub-contractors, disposal of all debris, and the cleaning of the debris site and acquiring TCEQ approval to close that site.

In all of disasters, DRC has in a timely manner has submitted invoices, records, complied with FEMA requirements, work in a safe manner, and were very responsive to the City's needs. The City is also in a long-term contract so they will be able to respond in our next disaster.

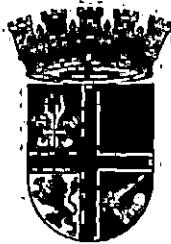
Please feel free to contact me at (409) 719-4204 should you have any questions.

Sincerely,



Taylor Shelton, P.E.
Public Works Director
City of Port Neches
P.O. Box 758 or 1005 Merriman
Port Neches, Texas 77651
Office: 409-719-4204
Fax: 409-727-8677
E-mail: shelton@ci.port-neches.tx.us
WEB: www.ci.port-neches.tx.us





1565 - 2015
450 years

City of St. Augustine



St. Augustine, Florida
Nation's Oldest City

Public Works

June 2, 2017

Subject: DRC Letter of Recommendation

To Whom It May Concern:

On October 7, 2016, the City of St. Augustine was impacted by Hurricane Matthew as he made his way north in the Atlantic Ocean. While many communities to our south were spared, St. Augustine wasn't as fortunate. Matthew came very close to making landfall in Northeast Florida and while St. Augustine was spared a direct hit, the high winds generated within the outer bands of the storm caused a significant amount of damage and flooding, creating a sizeable debris management problem for our City.

St. Augustine has a pre-event/stand-by contract with DRC Emergency Services for Disaster Debris Removal Services so we felt comfortable that a recovery mechanism was already in place.

In advance of the pending event, the DRC team was in contact readying their response. Representatives from DRC were on-site planning their approach to the debris removal effort, and formulating debris collection strategies to address the unique challenges we were facing.

Throughout the debris removal program, DRC's Project Managers and Program Leaders were on site, available, and attentive to the needs of our City and its citizens. The program was well organized and resulted in St. Augustine making a rapid recovery from Hurricane Matthew.

DRC performed professionally and were responsive to City needs within the terms of the contract.

Sincerely,

Martha S. Graham, P.E.
Director of Public Works



Leon County
Board of County Commissioners
301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Leon County Public Works
2280 Miccosukee Rd.
Tallahassee, Florida 32308
850 /606-1500

Commissioners:

JOHN E. DAILEY

District 3

Chairman

NICK MAUDOX

At-Large

Vice Chairman

BILL PROCTOR

District 1

JIMBO JACKSON

District 2

BRYAN DESLOGE

District 4

KRISTIN DOZIER

District 5

MARY ANN LINDLEY

At-Large

VINCENT S. LONG

County Administrator

HERBERT WA. THIELE

County Attorney

June 12, 2017

RE: DRC Emergency Services, LLC

To Whom It May Concern:

DRC Emergency Services, LLC worked with Leon County Public Works Department after Hurricane Hermine in our efforts to provide debris removal services to the citizens of Leon County. They were hard working and diligent in getting the debris removed from the roadside and from in front of homes. The debris from Hurricane Hermine was by far the most seen since Hurricane Kate in 1985 and was a challenge to deal with. DRC Emergency Services went the extra mile and provided great service to Leon County.

If you have any questions, please feel free to contact me at (850) 606-1500.

Sincerely,



Tony Park, P.E.
Director of Public Works

TP/djw



EXPERIENCE WITH FEMA REIMBURSEMENT

DRC has an unparalleled record for providing jurisdictions the maximum reimbursement rate granted by FEMA. Our record serves as a testament to DRC's ability to perform within the strict guidelines established by our Federal Government, as well as our ability to attract and maintain well trained and principled personnel.

Adherence to Policy Changes

DRC Emergency Services strives to continuously stay ahead of any changes in FEMA policy and guidance that may affect our Clients. DRC immediately implemented internal measures to ensure that our clients and prospective clients were prepared to be fully compliant with this guidance. DRC carefully reviewed scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may have been deemed non-compliant relative to the new guidance. Additionally, **DRC Emergency Services, LLC is a founding member of DRCA** (the industry's trade organization). Through this membership, DRC helps shape policy and legislation for jurisdictions recovery process. Our additional memberships in other professional organizations (NEMA, APWA and SWANA), provides us with recent industry knowledge necessary to support our client base.

Tony Furr, DRC's Director of Technical Assistance and Training, works closely with our clients to educate and to ensure compliance with Federal Policy and Procedures. **Mr. Furr was the Region VI Debris Subject Matter Expert from 2013 – 2021 for FEMA** and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Major Disaster Recovery Projects

DRC has extensive experience working with FEMA on major disaster recovery projects. Through decades of experience, DRC has developed an inherent understanding of how to direct emergency response and recovery.

Date	Event	State	Declaration Number
2022	Hurricane Ian	FL	DR-4673
	Tennessee Severe Winter Storm	TN	DR-4645
2021	Marshall Fire and Straight Line Winds	CO	DR-4634
	Kentucky Severe Storms, Straight-line Winds, Flooding, and Tornadoes	KY	DR-4630
	Hurricane Ida	LA	DR-4611
	Texas Severe Winter Storms	TX	DR-4586
	Louisiana Severe Winter Storms	LA	DR-4590

2021	Storms, Straight-line Winds, and Tornadoes	AL	DR-4596
	Georgia Severe Storms and Tornadoes	GA	DR-4600
	Louisiana Severe Storms, Tornadoes, and Flooding	LA	DR-4606
2020	Hurricane Zeta	LA, MS, GA, AL	EM-3549, EM-3550
	Hurricane Delta	LA	DR-4570
	Hurricane Sally	AL, FL	DR-4563, DR-4564
	Washington BABB Fire	WA	FM-5355
	Hurricane Laura	LA	DR-4559
	Iowa Severe Storms (Derecho)	IA	DR-4557
	Hurricane Isaias	FL, NC	EM-3533, DR-4568
	Hurricane Hanna	TX	EM-3530
2019	Tropical Depression Imelda	TX	DR-4466
	Hurricane Dorian	NC	DR-4465
	Hurricane Barry	LA	DR-4462
2018	Hurricane Michael	FL, GA	DR-4399, DR-4400
	Hurricane Florence	NC	DR-4393
	Severe Thunderstorms and Dangerously High Winds	AL	DR-4362
2017	Hurricane Maria	PR	DR-4339
	Hurricane Irma	FL, GA	DR-4337, DR-4338
	Hurricane Harvey	TX	DR-4332
2016	Hurricane Matthew	NC, GA, FL	DR-4285, DR-4284, DR-4283
	Hurricane Hermine	FL	DR-4393
	LA Severe Storms & Flooding	LA	DR-4277
	Winter Storm Jonas	MD, VA	DR-4261, DR-4262

Tab 3: Other Information

Prepositioned Contracts for Emergency Disaster Debris Removal, Reduction, Disposal, and Other Debris-Related Services

2015	TX Severe Storms & Flooding	TX	DR-4269
2014	Ice Storm Pax	SC, NC	DR-4166, DR-4167
2012	Hurricane Sandy	NY, MD, NJ, MO	DR-4085, DR-4091, DR-4086, DR-4098
	Hurricane Isaac	LA	DR-4080
2011	Hurricane Irene	VA, MD, NC, RI	DR-4024, DR-4034, DR-4019, DR-4027
2010	TN Severe Flooding	TN	DR-1909
2009	Ice Storms	MD, VA	DR-1875, DR-1874
2008	Hurricane Ike	TX	DR-1791
	Hurricane Gustav	LA	DR-1786
	Mother's Day Tornadoes	GA	DR-1750
	F5 Tornado	IA	DR-1763
2007	Ice Storms	MO	DR-1736
2006	Ice Storms	NY	EM-3268
2005	Hurricane Katrina	LA, MS	DR-1603, DR-1604
	Hurricane Rita	TX, LA	DR-1606, DR-1607

AVAILABILITY OF FIRM'S RESOURCES

Availability of Key Personnel

Since its inception, the DRC team has responded to major natural or man-made disasters occurring within the continental United States and its territories. The DRC personnel are trained, motivated and available for immediate deployment in an emergency response. All assigned personnel will be available to the County as needed. 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.

"DRC's knowledge base, experience, and ability to make experts available in the field were instrumental in the successful completion of this work."

- Donald G. Donaldson, P.E.,
Engineering Director/County
Engineer, Martin County, FL

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. Regional Manager for Polk County is Clif Kennedy who is capable of responding to the needs of the County 24 hours a day, 7 days a week.

Available Equipment

DRC will use owned equipment, subcontractor equipment, or lease/rent equipment based upon the disaster scenario. DRC has the most expansive collection of rolling stock and equipment in the disaster services industry. The company has 2,568 trucks and 1,657 pieces of support equipment, either owned or under agreement, available for immediate use. As part of the company's Corporate Mobilization Plan, a monthly inventory of available equipment is performed, recorded, and readily available. DRC has actively demonstrated the ability to quickly amass and mobilize significant quantities of equipment. **During the 2021 hurricane season, DRC operated in excess of 4,000 pieces of equipment simultaneously while responding to Hurricane Ida.**

Additionally, DRC has Master Service Agreements in place with national equipment suppliers, such as Hertz, United, Caterpillar, and William Scotsman, to supplement our equipment needs.

Process for Managing Multiple Contracts

DRC has experience staffing, managing, and executing multiple debris management and emergency response projects nationwide. Our management approach is grounded in using highly qualified operational management teams coupled with area/sector/site managers, who provide strong management control, and a single point of contact for communication, responsibility, and accountability. DRC empowers managers to reassign resources as needed and to resolve project, cost, or schedule issues at the lowest possible level. DRC's management staff is provided state-of-the-art resource planning and forecasting systems.

DRC's process for managing multiple task orders has been successfully applied to more than 650 projects over the course of multiple events. Highlights of this proven management process include:



- ✓ *Assigning a Program Manager with the authority to commit resources to ensure proper levels of staffing*
- ✓ *Conducting quarterly meetings with clients, DRC's Program Manager, and other key staff, to review active task orders and overall implementation of the contract*
- ✓ *Providing autonomous decision-making authority to the Operations Manager at the task order execution level to avoid delays*
- ✓ *Developing a Communication Plan to clarify roles and responsibilities, identify all project stakeholders, provide a set format/time for communications, and clearly show the chain of command structure*
- ✓ *Allowing for consistency across multiple task orders through the use of proven project management and field activity control policies, plans, systems, and procedures*
- ✓ *Identifying critical schedule and quality impacts by holding monthly project review meetings with key subcontractors*
- ✓ *Developing look-ahead schedules that indicate resource requirements*

Experience Managing Multiple Contracts

DRC 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:

2022 Hurricane Ian

- ☉ DRC was activated in 16 jurisdictions, managed 16 DMS sites, and removed and disposed of over 3,200,000 cubic yards of debris.

2021 Hurricane Ida

- ☉ DRC was activated in 25 jurisdictions, managed 82 DMS sites, and removed and disposed of over 17,000,000 cubic yards of debris.

2020 Hurricane Season

- ☉ DRC was activated in 45 jurisdictions, managed 81 temporary staging and reduction sites, and removed and disposed over 5,900,000 cubic yards of debris.

2019 Storm Season

- ☉ DRC was activated in 14 jurisdictions in the Gulf Coast region as Hurricanes Barry, Dorian, and Tropical Storm Imelda hit the coast back-to-back over two months. DRC operated and managed 5 temporary staging and reduction sites in total and removed approximately 140,562 cubic yards of debris.

2018 Hurricane Michael

- ☉ DRC was active in 9 jurisdictions, managed 27 debris management sites and removed approximately 5,702,004 cubic yards of debris.

2018 Hurricane Florence

- ☉ DRC was concurrently activated in 14 jurisdictions, managed 18 temporary staging and reduction sites and picked up approximately 2,500,000 cubic yards of debris.

2017 Hurricane Maria

- ☉ DRC was activated by the Department of Transportation and Public Works in Puerto Rico. During this contract, DRC managed 8 temporary staging and reduction sites and removed over 1,000,000 cubic yards of debris.



2017 Hurricane Irma

- ⊕ DRC was activated in 26 jurisdictions simultaneously while managing 30 temporary staging and reduction sites. DRC removed and disposed of over 2,000,000 cubic yards of debris.

2017 Hurricane Harvey

- ⊕ DRC was activated in 17 jurisdictions following Hurricane Harvey and simultaneously ran more than 16 temporary staging and reduction sites during this activation.
- ⊕ DRC recovered and reduced over 3,500,000 cubic yards during this activation.

2016 Hurricane Hermine

- ⊕ In Citrus County, Florida, DRC successfully removed and disposed of more than a thousand tons of residential flood debris and tens of thousands of cubic yards of vegetation in less than 30 days.

2016 Louisiana Severe Flooding DR4277

- ⊕ DRC picked up 1,000,000 cubic yards of debris over the course of 30 days in East Baton Rouge Parish, Louisiana.
- ⊕ DRC opened and operated two temporary staging and reduction sites to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

Winter Storm Jonas 2016

- ⊕ The snow from Winter Storm Jonas started the morning of January 22nd and by the evening DRC had started mobilizing in 5 different jurisdictions. Operations continued 24 hours a day and required two operators per piece of equipment, around the clock management and support personnel. The project was completed in 10 days.

Ice Storm Pax 2014

- ⊕ DRC was simultaneously activated in New Hanover County, NC, Pender County, NC, and the City of Wilmington, NC for debris removal and reduction of approximately 400,000 cubic yards of debris.
- ⊕ The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in 8 counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees.
- ⊕ DRC managed and operated over 15 temporary staging and reduction sites reducing and recycling over 1.5 million cubic yards of debris.

The Hurricane Season of 2012

- ⊕ DRC simultaneously operated 14 contracts throughout the Southeast in response to Hurricane Isaac. DRC concurrently operated six temporary staging and reduction sites in Louisiana alone.

The Hurricane Season Of 2009

- ⊕ 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.

KEY PERSONNEL

DRC, its subcontractors, and/or personnel lists their accomplishments among memberships in several 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.

John Sullivan, President

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.

With over 28 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.

FEMA Certifications: IS-20.18, IS-100.b, IS-100.pwb, IS-200.b

Kristy Fuentes, Vice President of Compliance and Administration

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.

Ms. Fuentes plays a key administrative role in every project DRC performs. In response to Hurricane Ida in 2021, Ms. Fuentes oversaw over the removal and disposal of over 17,000,000 cubic yards across 25 jurisdictional activations while managing 82 debris management sites. In the wake of Hurricanes Michael and Florence in 2018 she directed 45 simultaneous contract activations while providing oversight of accounting, invoicing, ticket reconciliation and overall administrative management. Ms. Fuentes has provided this kind of oversight on all of DRC's projects since 2013.

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

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 and three massive demolition projects 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 through the employment and management of hundreds of local residents and vessels.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-29, IS-37.17, IS-42, IS-100, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-700, IS-702.a, IS-706, IS-775, IS-



800.b, IS-801, IS-802, IS-803, IS-804, IS-906, IS-907, IS-909, IS-2900

Joe Newman, Vice President of Operations

With more than 20 years of experience overseeing large-scale construction and disaster-related debris management projects, Mr. Newman's responsibilities include on-ground execution of projects, oversight of all field personnel, schedule adherence, and resource utilization.

As Vice President of Operations, Mr. Newman maintains business relationships and offers hands-on participation and incident command on all operations. Mr. Newman provides operational oversight in order to measure progress and adjusts processes to ensure the success of the project. Mr. Newman works closely with management personnel and oversees all project managers to maintain efficient team structure during an activation.

Mr. Newman has managed teams across multiple types of disasters including Hurricanes, Tropical Storms, Floods, Ice Storms, Tornados, Winter Storms, Fires, and Earthquakes. Mr. Newman is a strong leader whose organization, critical thinking and communication skills are integral to the success of the team.

Mr. Newman plays a role in every major activation providing overall project management and operational oversight.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-632.a, IS-702.a, IS-2900

Tony Furr, Director of Technical Assistance and Training

Mr. Furr was the Region VI Debris Subject Matter Expert (SME) from 2013 – 2021 for FEMA and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Mr. Furr was directly involved in the FEMA Public Assistance (PA) grant program since 2005 (Hurricane Katrina and Rita) through 2020 COVID-19 events, including Hurricane Ike and Hurricane Harvey. Mr. Furr's knowledge and experience of the FEMA PA program is invaluable to both DRC Emergency Services, and all clients while navigating the FEMA Disaster grants programs. Mr. Furr is also a FEMA trainer for Grants Management and Debris Management. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, the Oklahoma Emergency Managers Conference and presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.

Tony Furr is one of the most knowledgeable people working in the debris management business with firsthand field experience managing major disasters and PA grants.

FEMA Certifications: ICS-100, ICS-200, IS-24, IS-632.a, IS-634, IS-800.b, IS-821, IS-00022, IS-00230, IS-00317, IS-00393.a, IS-00631, IS-00632, IS-00821, IS-1812

Other Certifications: National Wildlife Coordinative Group Certifications L-381 and L-480; E0193 Certified Appeal Analyst; Various field training, including CEF, Hazard Mitigation, PA Ops 1, PA Ops 2, and Debris; Project Management (Certified Project Manager (CPM) URS Corporation

Clif Kennedy, Regional Manager

As a former Captain in the U.S. Marine Corps, Mr. Kennedy was responsible for the training and combat readiness of hundreds of Marines and led expeditionary combat operations around the world. His leadership and experience



conducting operations in extreme situations gives him a unique perspective in the disaster response business. Additionally, his management background in a commercial real estate development and an international non-profit have broadened his capabilities in effective leadership. As a Regional Manager, Mr. Kennedy is responsible for maintaining business relationships and providing hands-on participation and incident command in response and recovery operations. His major recent activations include the following: Ice Storm Mara, Little Rock, AR tornado, Larimer County, CO Flood, Hurricanes Ida, Nicholas, Hanna, Laura, Michael, Florence and Harvey, COVID-19 response throughout Texas, the Lake Houston Dredging Project, Winter Storm Uri, trash operations throughout Texas, and the Marshall Fire in Boulder County, CO. Upon joining the DRC team, Mr. Kennedy was immediately activated in response to Hurricane Harvey and worked closely with the City of Houston and Harris County. Mr. Kennedy also worked with the Texas General Land Office restoring 125 miles of Texas coastline after Hurricane Harvey. During this project he coordinated with 8 different federal, state, and county agencies and completed the project on time while navigating numerous unexpected contingencies.

Mr. Kennedy has a B.A. in Political Science from Texas A&M University. He lives in Clifton, TX with his Wife, Kat, and their four children.

FEMA Certifications: IS 100, IS 00632.a, IS 00700.a

Mark Bush, Project Manager

Mr. Bush is a Texas native who worked previously as Field Service Supervisor/Operations Coordinator for an oilfield services company specializing in water treatment. He served 6 years in the US Army as a Light Wheel Mechanic and also served as a Squad Leader with the 4th Brigade/4th Infantry Division. Mr. Bush went to Lamar University in Beaumont, TX. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail and adaptability to change, and time management. Mr. Bush manages the daily logistical coordination of crews, heavy equipment, and support resources; workflow and future crew movement planning; and daily work site documentation. Additionally, he implements health and safety protocols to ensure that all work was completed safely.

Mr. Bush has managed teams across multiple types of disasters including Hurricanes, Tropical Storms, Floods, Ice Storms, Tornadoes, Winter Storms, Fires, and Earthquakes. Mr. Bush's major recent activations include the following: City of Little Rock, AR Tornado, Winter Storm Mara, Marshall Fire, Larimer County, CO Flood, Winter Storm Uri, Babb Road Wildfire, Hurricanes Ian, Ida, Laura, Sally, Harvey, Dorian, Michael, and Harvey.

In response to Winter Storm Uri, Mr. Bush was able to manage the mobilization of 15 trucks to the City of Austin in 2 days. Three days later, DRC activated an additional 15 trucks to the site. Within 6 days, Mr. Bush oversaw a total of 32 debris trucks collecting debris throughout the City at the peak of the project. He managed the removal and disposal of over 655,400 cubic yards of construction and demolition and vegetative debris in response to the ice storm. Following Hurricane Harvey, Mr. Bush served as the main point of contact to Harris County Engineering. He also worked closely with FDOT in the aftermath of Hurricane Michael.

FEMA Certifications: IS-100.c, IS-200.c, FEMA ISI-10.A, FEMA IS-100.C, FEMA IS-111.A, FEMA IS-200.C, FEMA IS-235.C, FEMA IS-241.C, FEMA IS-242.C, FEMA IS-317.A, FEMA IS-321, FEMA IS-325, FEMA IS-5.A, FEMA IS-37.2023, FEMA IS-632.A, FEMA IS-633, FEMA IS-700.B

Other Certifications: Hazwoper, TX All-lines Ins. Adjuster (lic#2156078), SafeLand USA, SafeGulf USA, H2S Awareness Training, CPR AED Certified, Hazwoper 40 (OSHA 1910.120), H2S Awareness, Safe Land USA, CPR/AED Certification

Mitch Varnadoe, Project Manager

Mr. Varnadoe has been employed with DRC for 3 years and has more than a decade of relevant work experience. He currently resides in Coffee County, GA.



Mr. Varnadoe has worked on the following projects with DRC: Marshall Fires, City of Boulder, CO; Deland, FL, Hurricane Ian; Debary, FL, Hurricane Ian; Fort Myers Beach, FL, Hurricane Ian; Graves County, KY; Mayfield, KY Tornadoes; Assumption Parrish, LA- ROW; Assumption Parrish, LA- DOT; Town of Napoleonville, LA- ROW; Town of Central, LA-ROW; St. James Parrish, LA-ROW; St. James Parrish, LA-DOT; Hurricane Laura, LA; Grant Parrish-ROW (2020); Jackson County, FL-PPDR.

In 2022 in response to Hurricane Ian, Mr. Varnadoe managed the Town of Fort Myers Beach, FL job. The project consisted of the demolition of residential and commercial structures, clearing of debris from approximately 490 addresses, and the debris removal of waterways and canals.

Shaun Meek, Project Manager

Mr. Meek has been employed with DRC for over 6 years and has over 11 years of relevant work experience. He has worked on more than 20 different projects and has managed the City of Houston bulk waste project for more than 3 years. Mr. Meek has also managed up to 6 man-camps that provided laundry, shower/toilet, and food services. He currently resides in Harris County, TX.

Most recently, Mr. Meek has served as the Project Manager on the following projects: Monroe, LA – Bulk Trash Operations; Brazoria County, TX – TXDOT ROW Operations; City of Boulder, CO – Marshall Fire; City of Austin, TX – Bulk Trash Operations; St. Charles County, MO – Flood Cleanup; Lee County, FL – Storm Debris Cleanup; Fort Myers Beach, FL – ROW Storm Debris Cleanup; North Captiva Island, FL – Storm Debris Cleanup; and Usepepa Island, FL – Storm Debris Cleanup.

Taylor Jumonville, Project Manager

Mr. Jumonville comes to DRC with 3 years of experience in project management. He has currently worked for DRC for 1 year. He has worked on 10 debris management projects throughout his career. Mr. Jumonville presently resides in Lafayette, LA.

Certification: MOT Advanced Certification

Jarod Tassin, Project Manager

Mr. Tassin joined DRC with 1 year of relevant work experience and has now been with DRC for over 2 years. He has worked on multiple projects with the company in response to Hurricanes Ida and Ian. He presently lives in Metairie, LA.

Mr. Tassin has worked on the following projects with DRC: City of Boulder, CO – Marshall Fires ; Larimer County, CO – Flood ; Manatee County, FL – Hurricane Ian; City of Bradenton, FL – Hurricane Ian; Lafourche Parish – Hurricane Ida; Jean Lafite – Hurricane Ida; Town of Fort Myers Beach, FL – Hurricane Ian.

Sam Dancer, Field Supervisor and Project Manager

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Ida, Delta, Gustav, and Ike; Shelby County, AL tornado; Pinellas County, FL Red Tide Fish Kill; East Baton Rouge Parish, LA ice storm and flood; Ascension Parish, LA flood; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; and the BP Oil Spill.

In 2020, Mr. Dancer was a Project Manager for Bulk Trash Removal in Lafourche Parish, LA. In the past, he was involved in: St. Charles County and the City of Bridgeton tornado debris removal (MO); Tuscaloosa (ALDOT) residential demolition of tornado-damaged residences (AL); Terrebonne Parish (LA) and St. Louis Bayou (MS) Cleanout project; City of New



Orleans Strategic Demolition for Economic Recovery project (LA); East Baton Rouge Parish wind storm damage (LA); Ascension Parish, Tangipahoa Parish (LA), and Houston (TX) flood damage; project manager for Hurricane Irma Largo.

FEMA Certifications: IS-3, IS-5.a, IS-10.a, IS-11.a, IS -20.19, IS-20.21, IS -21.19, IS-21.21, IS-29, IS-33.17, IS-35.21, IS-36, IS-37.19, IS-37.21, IS-42, IS-60.b, IS-75, IS-100.c, IS-100.fda, IS-100.fwa, IS-100.hcb, IS-100.he, IS-100.leb, IS-100.pwb, IS-106.17, IS-200.b, IS-200.hca, IS-201, IS-230.d, IS-240.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-324.a, IS-325, IS-360, IS-394.a, IS-405, IS-420, IS-421, IS-453, IS-454, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.b, IS-702.a, IS-703.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-807, IS-807, IS-809, IS-810, IS-811, IS-812, IS-813, IS-906, IS-907, IS-909, IS-912, IS-914, IS-01010, IS-1150, IS-1172, IS -2000, IS-2002, IS -2500, IS -2600, IS-2900.a, IS-2901

OSHA Certifications: OSHA-105, OSHA-107, OSHA-108, OSHA-112, OSHA-113, OSHA-115, OSHA-116, OSHA-121, OSHA-122, OSHA-123, OSHA-144, OSHA-150, OSHA-151, OSHA-152, OSHA-161, OSHA-162, OSHA-602, OSHA-603, OSHA-605, OSHA-612, OSHA-614, OSHA-618, OSHA-700, OSHA-701, OSHA-702, OSHA-704, OSHA-707, OSHA-716, OSHA-718, OSHA-719, OSHA-722, OSHA-750, OSHA-806, OSHA-807, OSHA-808, OSHA-809, OSHA-815, OSHA-852

Other Certifications: Access to a TWIC card, LDEQ Asbestos Contractor/Supervisor, Access to HSIN granted by the Department of Homeland Security for Louisiana, Mississippi, Texas, Alabama, and the EM Site

Lisa Garcia Walsh, Contracts Manager

Ms. Garcia Walsh has overseen DRC's contracts since 2010. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence. She is responsible for applying, renewing, and activating general contractor licenses nationwide as well as other authorizations and pre-qualifications. Additionally, she is responsible for invoicing, ticket reconciliation and coordination with subcontractors, municipalities and monitoring firms regarding accounting procedures. Ms. Garcia Walsh helps ensure data is collected and processed efficiently.

Ms. Garcia Walsh brings experience in data management operations following some of the largest debris generating natural disaster in recent history. She oversaw data collection and processing for state and federally funded projects. She assists with data management, invoice reconciliation, and project closeout.

Ms. Garcia Walsh has provided administrative assistance to DRC's management personnel on all major disasters since 2013. Prior to joining DRC, Ms. Garcia Walsh provided administrative assistance for emergency response projects involving FEMA protocol.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-37.17, IS-42, IS-100.a, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-201, IS-244, IS-315, IS-317, IS-324.a, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907 IS-909, IS-2900

Please see résumés attached.



EMPLOYMENT OF LOCAL & MINORITY CONTRACTORS

DRC maintains one of the industry's largest network of pre-screened and fully qualified subcontractors, including local and preferred vendors. DRC's subcontractors are evaluated extensively, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.

The use of local resources is vitally important to a successful disaster recovery operation. DRC proudly promotes community involvement by working closely with local suppliers and vendors when the situation allows. DRC utilizes local vendors to the maximum extent possible to minimize lead times, transportation costs, and schedule risk.

Because of its importance, we have developed a vast network of subcontractors that are uniquely qualified and meet all operational requirements envisioned under this RFP. DRC has access to more than 2,000 firms through our prequalified supplier database, including over 1,200 Small Business Firms. This database facilitates our ability to identify firms qualified for specific scopes of work and allows DRC to efficiently sort the firms by type of service and size of business.

Throughout its history, DRC has maintained strong relationships with local vendors and subcontractors. We pride ourselves on facilitating local involvement during recovery efforts and encourage local knowledge and experience. DRC has assembled a cadre of thousands of subcontractors which includes SBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established procedures nationally recognized in the area of community outreach as discussed below.

Local S/M/WBE Resource Program

DRC understands that primarily mobilizing staff and equipment from local subcontractors reduces mobilization times and reduces cost. While DRC maintains a current, active subcontractor list, Regional Managers reach out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE) by utilizing:

- ☛ Governmental databases
- ☛ Local, regional, and national SBE compliance departments
- ☛ Client and vendor references
- ☛ Direct mail community outreach
 - Information can be found by contacting: 888-721-4DRC or going on drcusa.com

Upon receipt of Notice of Award, DRC will make contact with local governments and SBE Resource offices to schedule an informational and technical assistance workshop for potential vendors and businesses. The workshops provides:

- ☛ "Hands on" technical assistance to a variety of companies
- ☛ Matches S/M/WBE contractors with other companies in order to strengthen their competitive position

DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to being offered a contract with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work. Our sample Subcontractor Agreement details the scope of work and responsibilities of each subcontractor. The Subcontractor Agreement also commits the subcontractor to all governmental regulations and requirements. All subcontractor equipment will be inspected and properly maintained and all personnel certifications and safety courses will be on file and renewed or updated as needed.

In addition to stringent qualifications standards, DRC requires the following summarized items from subcontractors:

- ☛ Compliance with all DRC safety plans.



- ⊗ Ability to meet liability and automobile insurance requirements (these may vary from contract to contract).
- ⊗ Compliance with governmental employment regulations, unemployment compensation and workman's compensation laws.
- ⊗ Completion of a subcontracting agreement specifying the scope of work, terms and conditions, pricing, liability requirements and any hold harmless agreements.



DRC Emergency Services, LLC
111 Veterans Memorial Boulevard, Suite 401
Metairie, Louisiana 70005
Phone: (888) 721-4372 Fax: (504) 482-2852

Company Name: _____

Contact Person: _____

Contact Phone #: _____

Contact Email: _____

Address: _____

DBE/WBE: _____

Licensing/Certifications: _____

Equipment: _____

Notes: _____



DRC Emergency Services, LLC
111 Veterans Memorial Boulevard, Suite 401
Metairie, Louisiana 70005
Phone: (888) 721-4372 Fax: (504) 482-2852
www.drcsa.com

In the event of a disaster in the jurisdiction and DRC Emergency Services is tasked with the Debris Removal and Disposal, the following equipment and licensing will be required:

EQUIPMENT:

- a) Hauling Equipment with bed capacity of greater than 50 CY and up to 100 CY is preferred. Self-loading equipment is also preferred, however, pieces of hauling equipment can be coupled with front end loaders with grapples and bobcats with grapples that are capable of loading hauling equipment. All equipment must meet DOT standards for on road travel. All loading equipment must operate with rubber tires.
- b) Seventy Hour Emergency Push (short term use) – the above equipment applies, however, rubber tire front end loaders, motor graders, telehandlers, backhoes, bobcats with buckets can be used during the first 70 hours.
- c) Operation of the DMS sites (Debris Management Sites) – Bulldozers, water placement trucks, grapple trucks, backhoes can be used for this operation.

INSURANCE REQUIREMENTS:

- a) General Liability - \$1,000,000.00 / \$1,000,000.00 Aggregate
- b) Workers Compensation - \$1,000,000.00/\$1,000,000.00/\$1,000,000.00

DBE CERTIFICATION

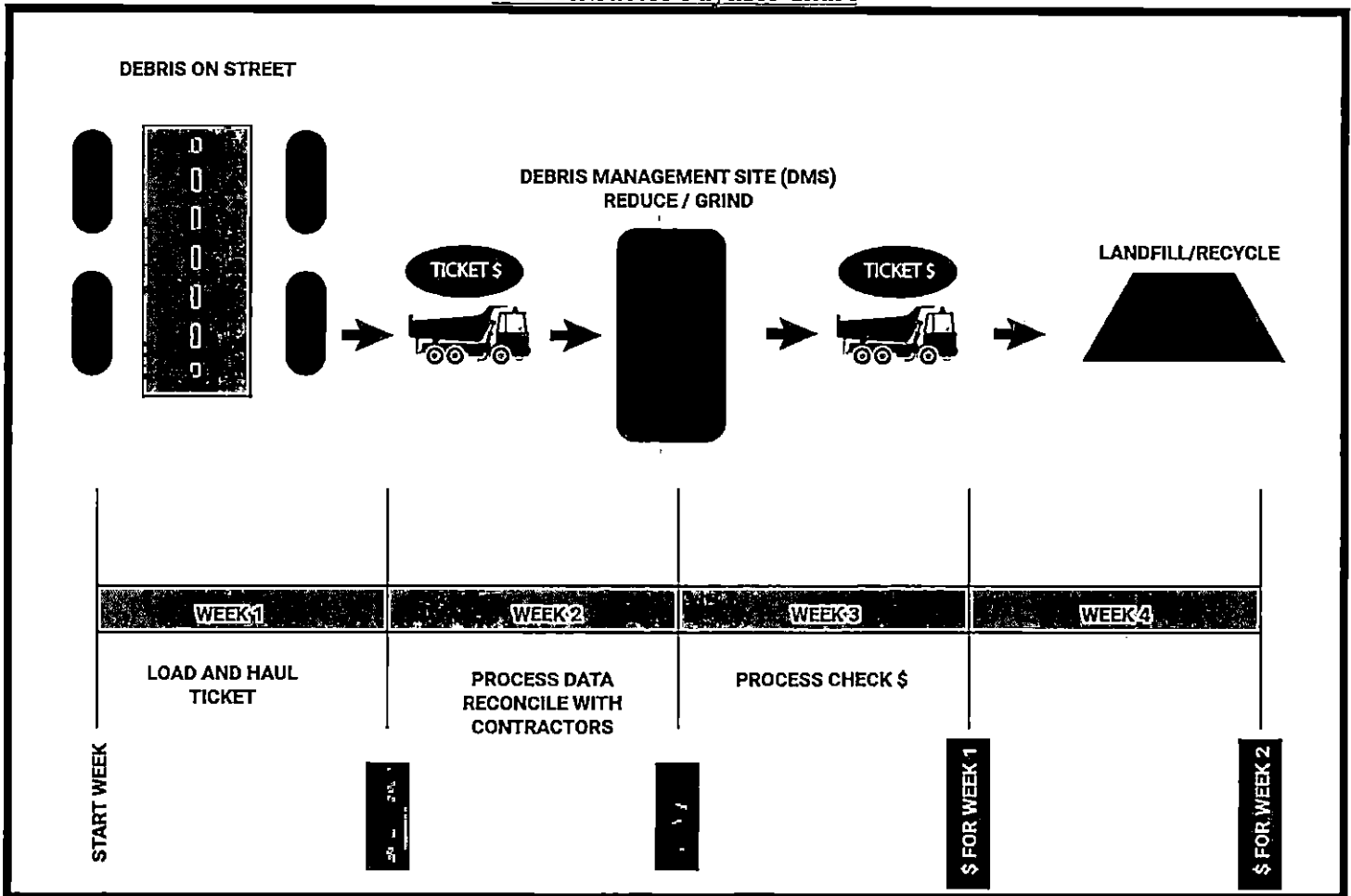
DBE Certificate not required; however, if you are DBE registered with the jurisdiction, please send a copy of the certification by fax or mail to:

111 Veterans Memorial Boulevard, Suite 401
Metairie, LA 70005
FAX: (504) 482-2852

Prompt Payment of S/M/WBEs

In addition to occasionally assisting S/M/WBEs with operating startup costs, DRC has a 20 plus year history of paying subcontractors on a weekly basis. This expedited payment policy is critical to small businesses as they may experience cash flow issues that can impact operations.

Subcontractor Payable Chart



"Our Mayor's Office, Councilmembers, my office, and other coordinating agencies took great comfort in the "on the ground" presence and access they had to DRC's team throughout this effort, and their commitment to the job until we fully addressed all the recovery needs of our residents was greatly appreciated."

- Adam M. Smith, P.E., Chief of Wastewater Operations & Maintenance, City of Baton Rouge/Parish of East Baton Rouge's Department of Environmental Services

AFFIRMATIVE ACTION/ EQUAL OPPORTUNITY POLICY

DRC is an equal employment opportunity employer. Employment decisions are based on merit and business need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. DRC complies with the law regarding reasonable accommodation for handicapped and disabled employees. DRC's President has issued the following policy:

DRC recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. In addition, we believe work force diversity may provide a significant market advantage.

It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. DRC will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on DRC.

Equal employment opportunity notices are posted as required by law. Management is primarily responsible for seeing that DRC's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employee, including managers, involved in discriminatory practices will be subject to termination.



CURRENT WORKLOAD

Name of Owner	Descriptions
Little Rock, AR	2023 Tornado Removal and Disposal of Storm Debris
Monroe County, MS	Contract for Tornado Debris and Removal Services
Shawnee, OK	Tornado Debris Removal
Selma, AL	Tornado Debris Removal
City of Houston, TX	Heavy Trash, Bulk, and Junk Waste Collection Services
East Baton Rouge Parish/City of Baton Rouge	Annual Channel Clearing Project - Elbow Bayou and Claycut Bayou
Terrebonne Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611 (PPDR)
Tangipahoa Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611 (Private Property Debris Removal- Phase 2)
Lafourche Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611 (PPDR)

CURRENT PRE-POSITION CLIENTS OF DRC

State of Alabama			
ALDOT	Daphne (City of)	Mobile (City of)	Robertsdale (City of)
Alexander (City of)	Dauphin Island (Town of)	Prichard (City of)	Semmes (City of)
Coffee County			
State of California			
Alameda County	Merced County	San Bernardino County	Santa Clara County
Costa Mesa (City of)	Mission Viejo (City of)	San Diego County	Sonoma County
Culver City	Oakland (City of)	Santa Barbara County	Temecula (City of)
Los Angeles County	Orange County	Santa Clarita (City of)	Ventura County
Public Works			
State of Colorado			
Arvada (City of)	Boulder County	Larimer County	Broomfield (City/County)
Estes Park (City of)	Aurora (City of)	Longmont (City of)	
State of Connecticut			
West Hartford (Town of)			
State of Florida			
Angler's Club	Fort Myers	Mary Esther (City of)	Riviera Beach
Homeowners	Fort Walton Beach	Miami (City of)	Sandestin Owners
Association	Glades County		Association

Angler's Homeowners Association	Gulf Stream	Miami-Dade County Miami Beach (City of)	Sanibel (City of)
Atlantic Beach (City of)	Hardee County	Beach (City of)	Santa Rosa County
Bal Harbour (Village of)	Haverhill (Town of)	Miramar (City of)	Sarasota County Sarasota (City of)
Bay County	Hernando County	Monroe County (3)	Seminole Tribe of FL
Bradenton (City of)	Hollywood (City of) (2)	Newberry (City of)	South Broward Drainage District
Broward County	Indian Creek Village	Niceville (City of)	South Florida Water Management District
Broward County Schools	Indian Rocks Beach	North Bay Village	South Indian Water Control District
Calhoun County	Indiantown	North Lauderdale	South Miami
Cape Coral	Inverness	North Miami	St. Augustine
Charlotte County	Jackson County (2)	North Miami Beach	St. Johns County
Cinco Bayou	Juno Beach	Northwest Florida Water Management District (NFWFMD)	St. Lucie County
Citrus County	Jupiter Island (2)	Ocean Reef Club, Inc	Stuart (City of)
Coconut Creek	Jupiter Island (2)	Ocean Reef Community Association	Surfside
Cooper City	Key West	Ocean Ridge (Town of)	Sunny Isles Beach
Crestview (City of)	Keys Utility Board	Okaloosa County	Tallahassee
Daytona Beach	Lake Worth	Orlando	Tavares
Debary (City of)	Lake Worth Beach	Ormond Beach	Tequesta (Village of)
Deland (City of)	Lake Worth Drainage District	Palm Beach (Town of)	Utility Board of Key West
Deltona (City of)	Lakeland	Palm Beach County School District	Valparaiso (City of)
FDEP	Largo	Palm Beach County Solid Waste Authority	Venice
FDOT District 2	Lauderdale Lakes	Palm Beach (Town of)	Virginia Gardens (Village of)
FDOT District 3	Lauderhill (City of)	Palm Beach Gardens	Volusia
FDOT District 5	Lazy Lake (Village of)	Palm Coast (City of)	Vizcaya Museum and Gardens Trust
FDOT District 6	Leesburg (City of)	Palm Springs (Village of)	Walton County
FDOT District 7	Leon County	Pasco County	West Park (city of)
Fernandina Beach	Lighthouse Point	Pembroke Park	Weston (City of)
FL Municipal Power Authority	Longboat Key	Pinellas County Pompano Beach	
Flagler County	Longwood (City of)	Port St. Lucie	
Ft. Pierce Utility Authority	Loxahatchee Groves (Town of)		
	Lynn Haven (City of)		
	Maitland (City of)		
	Manalapan (Town of)		
	Manatee County		
	Marathon (City of)		
State of Georgia			
Blakely-Early County	Dawson County	GDOT District 1 -7	Savannah
Clayton County	Douglas County	Macon-Bibb	
Columbus (City of)	Garden City	Richmond Hill (City of)	
State of Hawaii			
Honolulu			
State of Iowa			

Iowa County			
State of Kentucky			
Louisville Jefferson County			
State of Louisiana			
Acadia Parish	Flood Protection Authority -	LADOTD District 7	St. Charles Parish
Ascension Parish	East	LADOTD District 61	St. James Parish
Assumption Parish	Greater Lafourche Port	LADOTD District 62	State of LA
Baker (City of)	Commission	Lafayette Parish	Tangipahoa Parish
BREC	Grant Parish	Lafourche Parish	Terrebonne Parish
Carencro (City of)	Iberia Parish	Lafourche Parish School	Vermillion Parish
East Baton Rouge	Iberville Parish	District	Washington Parish
Parish/ City of Baton	Jefferson Davis Parish	Ouachita Parish	West Baton Rouge Parish
Rouge	Jefferson Parish	Pointe Coupee Parish	Youngsville (City of)
Evangeline Parish	Kenner (City of)	Port of New Orleans	Zachary (City of)
	LADOTD District 2	St. Bernard Parish	
State of Maryland			
Caroline County	Harford County	State of Maryland – DGS	St. Mary's County
Frederick County (2)	Prince George County		
State of Minnesota			
Ramsey County			
State of Mississippi			
Moss Point (City of)	Lucedale (City of)		
State of New York			
New York (City of)	Suffolk County	Nassau County	
State of North Carolina			
Burgaw	Durham (City of)	Greenville (City of)	Pine Knoll Shores (Town of)
Cabarrus County	Greene County	Montgomery	Wilmington (City of)
Cumberland County	Greensboro (City of)	Pamlico County	Winterville (Town of)
State of Oklahoma			
State of Oklahoma Office of Management and Enterprise Services (OMES)			
State of Oregon			
Washington County – Prequalified	Clackamas County State of Oregon		
State of Rhode Island			
Rhode Island (State of)	Westerly (Town of)		
State of South Carolina			
State of South Carolina Department of Transportation	Bamberg County	Barnwell County	Spartanburg County

State of Tennessee			
Madison County			
State of Texas			
Addison (Town of)	Farmers Branch (City of)	Jefferson County	Port Neches
Aransas Pass	Fort Bend County	Jefferson Co. Drainage	Port of Corpus Christi
Austin (City of)	Fort Worth	District No. 7	Richardson (City of)
Austin County	Friendswood (City of)	Kemah	Richwood
Baytown (City of)	Freeport (City of)	Lancaster (City of)	Rowlett (city of)
Beaumont (City of)	Galveston (City of)	La Porte	Seabrook
Bellaire	Galveston County	League City	San Angelo
Brazoria County	Galveston Wharves	Matagorda County	San Antonio
Carrollton (City of)	Groves	McKinney	San Marcos
Cedar Hill	Harris County	Mesquite (City of)	Southlake (City of)
Chambers County	Harris County Flood Control	Morgan's Point	Texas City (City of)
Clute (City of)	District	Nederland	TxDOT- Harris County
Conroe	Hidalgo County	Newton County	University of Texas Medical
Coppell (City of)	Houston	Parker County	Branch of Galveston
Dayton (City of)	Humble	Port Aransas	Wharton (city of)
Duncanville (City of)	Huntsville	Port Arthur	Wharton County
Edinburg	Jamaica Beach		
El Campo (City of)			
State of Utah			
Lehi (City of)			
State of Virginia			
Accomack County	Charlotte County	Henrico County	Roanoke (City of)
Amelia County	Virginia Department of	Lunenburg County	
Buckingham County	Emergency Management (2)	Loudoun County	
Central Virginia Waste	VDOT – Staunton District (2)	Prince Edward	
Management Authority		Prince William	
State of Washington			
State of Washington	Seatac (City of)		
United States			
Army Corps of Engineers - Region 3			

EXISTING PRE-EVENT CONTRACTS WITHIN 100 MILES OF POLK COUNTY

- 🌐 Austin County
- 🌐 City of Baytown
- 🌐 City of Beaumont
- 🌐 City of Bellaire
- 🌐 Chambers County
- 🌐 Chambers County
- 🌐 City of Conroe
- 🌐 City of Dayton
- 🌐 Fort Bend County
- 🌐 City of Friendswood
- 🌐 City of Groves
- 🌐 Harris County
- 🌐 Harris County Flood Control District
- 🌐 Harris County Precinct 1

- 🌐 City of Houston (4)
- 🌐 Jefferson County
- 🌐 LaPorte
- 🌐 City of League City
- 🌐 City of Liberty
- 🌐 Morgans Point
- 🌐 City of Nederland
- 🌐 Newton County
- 🌐 City of Port Neches
- 🌐 City of Seabrook
- 🌐 City of Texas City
- 🌐 TXDOT Harris County
- 🌐 University of Texas Medical Branch of Galveston (UTMB)

REQUIRED FORMS

Please see the following required forms attached:

- ④ Price Schedule 1 – Clearance Price Schedule
- ④ Price Schedule 2 – Unit Rate Price Schedule
- ④ References
- ④ Certification of Eligibility
- ④ Exceptions, Deficiencies and Deviations Form
- ④ Safety Record Questionnaire
- ④ Contractor MBE/WBE Identification
- ④ Conflict of Interest Questionnaire



JOHN SULLIVAN

PRESIDENT

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INTRODUCTION

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.

With over 27 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.

EDUCATION

Texas A&M University – College Station, Texas
Bachelor of Science – Construction Science

PROMINENT CERTIFICATIONS

FEMA IS-100.b Introduction to Incident Command System, ICS-100
FEMA IS-100.pwb Introduction to the Incident Command System
FEMA IS-200.b ICS for Single Resources and Initial Action Incident

OTHER CERTIFICATIONS

OSHA Safety Certification USACE Contractor Quality Management

NOTABLE PROJECTS

Hurricane Ian – 2022
Kentucky Tornadoes – 2021
Hurricane Ida – 2021
Alabama Tornadoes – 2021
Texas Severe Winter Storms – 2021
Hurricane Zeta – 2020
Hurricane Delta – 2020
Hurricane Sally – 2020
Hurricane Laura – 2020
Hurricane Isaias – 2020
Hurricane Hanna – 2020
Tropical Storm Imelda – 2019
Hurricane Dorian – 2019
Tropical Storm Barry – 2019
Hurricane Michael – 2018
Hurricane Florence – 2018
Hurricane Maria – 2017
Hurricane Irma – 2017
Hurricane Harvey – 2017
Hurricane Matthew – 2016
Louisiana Severe Storms and Flooding (DR-4277) – 2016
Winter Storm Jonas – 2015
Houston, TX Flood – 2015

EXPERIENCE

NYC Build It Back Program – City of New York, NY

- Program/construction management for the reconstruction, rehabilitation and elevation of over 700 homes in Staten Island. CDBG-DR funded project for New York City restoring homes damaged by Hurricane Sandy.

New York City Rapid Repairs Program – New York, NY

- Repair of over 1,700 homes throughout the five boroughs of New York following Hurricane Sandy. All repairs performed in a four-month period and included mechanical, electric and plumbing.

FEMA Galveston County Emergency Housing – Galveston County, TX

- Involved the complete development of two former athletic fields into fully-functional manufactured home communities totaling 106 units. Both projects were completed in 28 days.

USACE GIWW Willacy County Dredging – Harlingen, TX

- Dredging of approximately 423,000 cubic yards of material in Gulf Intracoastal Waterway and disposal in designated USACE placement areas.

Port of Harlingen Maintenance Dredging – Harlingen, TX

- Maintenance dredging of Port of Harlingen dock facilities. Dredging of approximately 58,000 cubic yards of material and disposal in POH placement areas.

Port of Galveston Maintenance Dredging – Galveston, TX

- Annual contract for maintenance dredging of Port of Galveston dock areas and shipping channel. Dredging of approximately 70,000 cubic yards of material per dredging cycle.

Port of Houston Maintenance Dredging – Houston, TX

- Maintenance dredging of Bayport Wharf 3 facility. Dredging of approximately 53,000 cubic yards of material and disposal in POH placement areas.

Galveston Pilots Association Dredging – Galveston, TX

- Dredging of GPA facility to create proper draft for incoming vessels. The slips had not been dredged in over ten years, which allowed for a substantial amount of siltation. Over 10,000 cubic yards of material was removed to create 15-foot draft at vessel slips.

Texas International Terminals Levee, Dredge & Bulkhead Construction – Galveston, TX

- Creation of new placement areas, reconstruction & reinforcement of 25 acres of existing levees, dredging of over 150,000 cubic yards of material from facility basin and slips, repair and replacement of existing bulkheads, new fendering systems and dolphin installation.

LBC Terminals Levee Construction & Dredging – Houston, TX

- Creation of a new 10-acre dredge spoil placement area at Houston Ship Channel facility and dredging of 40,000 cubic yards of spoil material.



KRISTY FUENTES

VICE PRESIDENT OF COMPLIANCE AND ADMINISTRATION

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INTRODUCTION

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.

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 and three massive demolition projects 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 through the employment and management of hundreds of local residents and vessels.

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

Ms. Fuentes plays a key administrative role in every project DRC performs. In the wake of Hurricanes Michael and Florence in 2018 she directed 45 simultaneous contract activations while providing oversight of accounting, invoicing, ticket reconciliation and overall administrative management. Ms. Fuentes has provided this kind of oversight on all of DRC's projects since 2013.

EDUCATION

University of New Orleans – New Orleans, Louisiana

Marketing – 1993

Southeastern Louisiana University – Hammond, Louisiana

Marketing – 1992-1993

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial

- | | |
|-----------------|---|
| FEMA IS-100.b | Introduction to Incident Command System, ICS-100 |
| FEMA IS-100.pwb | Introduction to the Incident Command System |
| FEMA IS-632.a | Introduction to Debris Operations |
| FEMA IS-633 | Debris Management Plan Development |
| FEMA IS-634 | Introduction to FEMA's Public Assistance Program |
| FEMA IS-700 | National Incident Management System,(NIMS), An Introduction |
| FEMA IS-702.a | NIMS Public Information Systems |

OTHER CERTIFICATIONS

- | | | | |
|--------------|---------------|---------------|---------------|
| FEMA IS-5.a | FEMA IS-37.17 | FEMA IS-201 | FEMA IS-317 |
| FEMA IS-10.a | FEMA IS-42 | FEMA IS-241.b | FEMA IS-324.a |
| FEMA IS-11.a | FEMA IS-100.b | FEMA IS-244.b | FEMA IS-453 |
| FEMA IS-29 | FEMA IS-200.b | FEMA IS-315 | FEMA IS-546.a |

FEMA IS-547.a
FEMA IS-632.a
FEMA IS-633

FEMA IS-634
FEMA IS-700
FEM IS-702.a

FEMA IS-706
FEMA IS-775
FEMA IS-906

FEMA IS-907
FEMA IS-909
FEMA IS-2900

NOTABLE PROJECTS

Kentucky Tornadoes – 2021
Hurricane Ida – 2021
Alabama Tornadoes – 2021
Texas Severe Winter Storms – 2021
Hurricane Zeta – 2020
Hurricane Delta – 2020
Hurricane Sally – 2020
Hurricane Laura – 2020
Hurricane Isaias – 2020
Hurricane Hanna – 2020
Tropical Storm Imelda – 2019
Hurricane Dorian – 2019
Tropical Storm Barry – 2019
Hurricane Michael – 2018
Hurricane Florence – 2018
Hurricane Maria – 2017
Hurricane Irma – 2017
Hurricane Harvey – 2017

Hurricane Matthew – 2016
Louisiana Severe Storms and Flooding (DR-4277) – 2016
Winter Storm Jonas – 2015
Houston, TX Flood – 2015
Winter Storm Pax – 2014
Midwestern Tornado Outbreak – 2013
Super Storm Sandy – 2012
Hurricane Isaac – 2012
Hurricane Irene – 2011
BP Oil Spill – 2010
Hurricane Gustav – 2008
Hurricane Ike – 2008
Hurricane Wilma – 2006
Hurricane Rita – 2005
Hurricane Ophelia – 2005
Hurricane Katrina – 2005
Hurricane Dennis – 2005

EXPERIENCE

DRC Emergency Services, LLC – New Orleans, Louisiana

Chief Executive Compliance Officer, October 2014-Present

- Overall day-to-day responsibility for directing the DRC ES ethics, business conduct and government contracting compliance programs (“Programs”). Ensure that all executives and employees have ethics training on an annual basis and that the Code provides compliance guidance appropriate to the size and nature of DRC ES business.

Vice President of Business Development, 2013-Present

- Management of DRC’s marketing, sales and communications functions, providing client relations and assistance in the areas of planning, program management, disaster response, demolition contracting and regulatory compliance

Regional Manager, 2005-2013

- Management and oversight for all Louisiana projects since 2005, including Hurricanes Katrina, Gustav, Ike and Isaac recovery with state and local agency contracts.
- Specialty project management including “Katrina Vehicle and Vessel” recovery in the State of Louisiana for the Department of Environmental Quality, South Shore Harbor Vessel Removal, debris removal, marine debris removal and demolition programs in four parishes, including asbestos removal
- Managed contract and government relations in major disasters throughout the United States including but not limited to the Alabama tornados, Hurricane Irene in Maryland and New York, Hurricane Sandy, Ice Storm recovery in North and South Carolina

Lash Homes, Inc. – Chalmette, Louisiana

Project Management, 1998-2004

- Managed material, machinery and people for construction projects throughout New Orleans
- Ensured the safety of the employees
- Responsible for timely completion of projects

Casey, Babin and Casey – New Orleans, Louisiana

Real Estate Closing Coordinator, 1998-2004

- Arranged and managed documents for the legal proceedings containing real estate transactions
- Scheduled and orchestrated multiple real estate transactions daily



JOE NEWMAN

VICE PRESIDENT OF OPERATIONS

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INTRODUCTION

With more than 17 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Michael, Florence, Irma, Harvey, Maria, and Matthew. During the activation of Hurricane Michael, Mr. Newman and his crew managed 27 debris management sites and removed and disposed of approximately 5,702,004 cubic yards of debris. In 2018 in response to Hurricane Florence, Mr. Newman and his team managed 18 debris management sites and picked up approximately 2,500,000 cubic yards of debris.

Through the years, he has had many roles including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts.

As a Project Manager, Mr. Newman is responsible for maintaining business relationships and providing hands-on participation and incident command in response and recovery operations. Mr. Newman provides operational oversight in order to measure progress and adjust processes to ensure the success of the project. Mr. Newman works closely with management personnel to maintain efficient team structure during an activation.

Mr. Newman's past includes the coordination of debris removal projects for Hurricanes Isabel, Katrina, Ike, and Dennis. Previously, while activated for Hurricane Ike, Mr. Newman oversaw the collection, processing, and recycling/disposal of over 1,000,000 cubic yards of debris. Mr. Newman plays a role in every major activation providing overall project management and operational oversight.

EDUCATION

United States Army
Army Ranger – 1995-2000

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial
FEMA IS-100.b Introduction to Incident Command System, ICS-100
FEMA IS-00632.a Introduction to Debris Operations
FEMA IS-702.a NIMS Public Information Systems

OTHER CERTIFICATIONS

FEMA IS-33.17
FEMA IS-35.17
FEMA IS-100.b
FEMA IS-632.a
FEMA IS-702.a
FEMA IS-2900

NOTABLE PROJECTS

Kentucky Tornadoes – 2021
Hurricane Ida – 2021
Alabama Tornadoes – 2021
Texas Severe Winter Storms – 2021
Hurricane Zeta – 2020
Hurricane Delta – 2020

Hurricane Sally — 2020
Hurricane Laura — 2020
Hurricane Isaias — 2020
Hurricane Hana — 2020
Tropical Storm Imelda — 2019
Hurricane Dorian—2019
Tropical Storm Barry—2019
Hurricane Michael—2018
Hurricane Florence—2018
Hurricane Maria — 2017
Hurricane Irma — 2017

Hurricane Harvey — 2017
Hurricane Matthew — 2016
Louisiana Severe Storms and Flooding (DR-4277) — 2016
Houston, TX Flood — 2015
Tornado Outbreak — 2011
Hurricane Gustav — 2008
Missouri Ice Storm — 2007
New York Ice Storm — 2006
Hurricane Katrina — 2005
Hurricane Dennis — 2005

EXPERIENCE

DRC Emergency Services, LLC — New Orleans, Louisiana
Vice President of Operations — March 2017 — Present
Program Manager — 2003 — March 2017

- On-ground execution of projects
- Crew oversight
- Schedule adherence
- Resource utilization
- Quality/safety and regulatory compliance

United States Army
Army Ranger — 1995-2000

- Ranger Indoctrination Program (RIP)
- Primary Leadership Development Course (PLDC)
- Airborne School



TONY FURR

DIRECTOR OF TECHNICAL ASSISTANCE AND TRAINING

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INTRODUCTION

Mr. Furr was the Region VI Debris Subject Matter Expert (SME) from 2013 – 2021 for FEMA and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Mr. Furr was directly involved in the FEMA Public Assistance (PA) grant program since 2005 (Hurricane Katrina and Rita) through 2020 COVID-19 events, including Hurricane Ike and Hurricane Harvey. Mr. Furr’s knowledge and experience of the FEMA PA program is invaluable to both DRC Emergency Services, and all clients while navigating the FEMA Disaster grants programs. Mr. Furr is also a FEMA trainer for Grants Management and Debris Management. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, the Oklahoma Emergency Managers Conference and presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.

Tony Furr is one of the most knowledgeable people working in the debris management business with firsthand field experience managing major disasters and PA grants.

EDUCATION

Mitchell Community College – Statesville, North Carolina

Technical or Occupational Certificate in Engineering – 2002

Stanley Community College – Albemarle, North Carolina

Technical or Occupational Certificate – 1980

TRAINING

E0193 Certified Appeal Analyst

ICS-100 Introduction to Incidence Command System

ICS-200 ICS for Single Resources and Initial Action Incidents

IS-24 Decision Making and Problem Solving

IS-632.a Introduction to Debris Operations

IS-634 Introduction to FEMA’s Public Assistance Program

IS-800.b National Response Framework, an Introduction

IS-821 Critical Infrastructure and Key Resources Support Annex

IS-00022 Are You Ready? An In-Depth Guide to Citizen Preparedness

IS-00230 Principles of Emergency Management

IS-00317 Introduction to Community Emergency Response Team

IS-00393.a Introduction to Hazard Mitigation

IS-00631 Public Assistance Operations I

IS-00632 Intro to Debris Operations in FEMA’s Public Assistance Program

IS-00821 Critical Infrastructure and Key Resources Support Annex

IS-1812 FEMA EEO Employee Course 2012

L-381 Project Specialist

L-480 Public Assistance Cost Estimation Format

Various field training, including CEF, Hazard Mitigation, PA Ops 1, PA Ops 2, Debris, and various others

Project Management (Certified Project Manager (CPM) URS Corporation

NOTABLE PROJECTS

- ☉ Designed and implemented the Chambers County Audit Program (DR-1791-TX) as requested by the Office of Inspector General (OIG). Specific program elements included: research and analysis of OIG findings, guidance to the seven person FEMA/State Audit Team on the necessary steps and methodology of the audit process, interpretation of statutory regulation and policy, and communication and coordination between all stakeholders on the project progress and results
- ☉ At the request of Senior Management, designed and developed the current Region 6, Debris Management Plan (DMP) templates to aid the Grantee / Subgrantees in the development of their own comprehensive DMP
- ☉ Serving as Region 6 Debris Subject Matter Expert (SME), reviewing all applicant submitted Debris Management Plans
- ☉ Performed technical review of the City of Dayton's (subgrantee) second appeal for FEMA HQ and provide White Paper technical analysis of programmatic compliance
- ☉ Lead for OIG report response for Lamar University (DR-1606-TX) providing research and response to all OIG recommendations to senior leadership

EXPERIENCE

DRC Emergency Services, LLC

Director of Technical Assistance and Training, 2021-Present

- Provide on-going education to DRC Personnel and Jurisdictions through trainings and workshops.
- Attend meetings with FEMA
- Consult with Clients to help identify and suggest equipment, products, or services they may need
- Perform a key role in project planning and identification of resources needed

Department of Homeland Security-Federal Emergency Management Agency (FEMA)

Public Assistance Task Force Lead/Debris Task Force Lead, 2016-2021

- Regional Debris Subject Matter Expert (SME)
- Manage United States Army Corps of Engineers (USACE) mission assignment (MA) for Federal Operational Support (FOS) for debris mission consisting of ten debris SMEs conducting field operations.
- Coordinate Debris Task Force consisting of State, Federal, and local agencies to promote an efficient and affective debris removal mission consisting of in excess of 5,000,000 cubic yards of debris across 26 Parishes.
- Liaison to Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for debris issues.

Department of Homeland Security-Federal Emergency Management Agency (FEMA)

Public Assistance Task Force Lead/DPAGS, 2015-2016

- Manage, direct and supervise a staff of 20-30 personnel in the delivery of the PA program.
- Brief Senior Leadership on mission progress and hot issues.
- Coordinate with other Federal, State, and local entities to expedite the recovery efforts.
- Develop implement complex Missions Assignments for FOS assistance through the USACE.
- The ability to apply expert-level emergency management knowledge and skill to a broad range of recovery issues, many of which are complex, controversial, and precedent setting, and addressing matters concerning the regional application of FEMA's laws, regulations, and policies.
- Act as a spokesperson and/or expert at conferences, meetings, committees and working groups that propose, defend and/or criticize continuity and recovery criteria, in order to promote and maintain a proactive posture for the recovery program. Events such as the National Hurricane Conference, TDEM Annual Emergency Managers Conference, and the USACE Team Leader Conference.
- Certified EMI Trainer. Deliver EMI training and the development of specific training for complex or controversial projects.
- Certified Coach Evaluator.
- Certified appeals analysis providing policy decisions on substantive mission-oriented issues.
- Development and implementation of Emergency Management standards, regulations, and policy.
- Direct and review the work of subordinates by setting deadlines and completion dates and ensure project milestones were completed.
- Communicate with Grantee and sub-grantees for the resolution of complex and controversial issues.

- Educate FEMA personal on program process, timelines, and eligibility.
- Participate in conducting on-site training for public assistance personnel to include full time and temporary hire personnel, local hires, and selected personnel for state, local and non-profit agencies.
- Assist the Environmental Officer and Historical Preservation Officer for all programs and activities having environmental and/or historical assessment or clearance requirements.

Department of Homeland Security-Federal Emergency Management Agency (FEMA)

Emergency Management Program Specialist, 2013-2015

- FEMA Qualification System (FQS) titled Task Force Lead
- Certified Appeals Analyst (E0193 completed 09/20/2014)
- Region 6 Debris Subject Matter Expert (SME)
- Advisor to HQ on debris policies and issues
- Ability to provide supervision and management of subordinate employees in both region and disaster operations
- Ability to provide guidance interpretation to subordinate program specialists on statutory, regulatory and policy determinations to ensure consistent program implementation
- Ability to communicate effectively with Federal, State and local officials in an effort to expedite the recovery process
- Ability to work in coordination with the Federal Coordinating Officer (FCO) and other critical elements of the Joint Field Office (JFO) under stressful response and recovery operations
- Knowledge of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 as amended, Title 44 Code of Federal Regulations (CFR), 2 CFR 200, FEMA related polices and guidance, and FEMA 9500 series polices
- Ability to perform analysis of complex programmatic challenges, interpret policies, and provide recommendations to management
- Ability to design and deliver regional training to State/Local stakeholders relating to PA program areas, e.g., Debris Operations, Debris Management Plans, Closeout producers, and specific areas for the use of EMMIE
- Trained and proficient in Spend Plan tracking and the review of State Quarterly Reports prior to submission to senior management
- Assist in regional team development of Standard Operating Procedures (SOPs) for PA programs, e.g., Public Assistance Group Supervisor (PAGS) checklist, disaster transition plan template, PDA checklist
- Proficient in all areas of NEIMS and EMMIE from project formulation, through review queues, obligations, awards, and updating S5 reports for spend plan and non-spend events

Infrastructure Branch Director

2013 –2014

- Successfully completed, closed Joint Field Office (JFO), and transitioned the events resulting from the explosion of the fertilizer plant in West, Texas back to Region 6
- Managed communications between State, Applicant, Senior Management, and local governmental officials
- Assisted State, Applicants, and Senior Leadership in procuring a mitigation waiver that would allow the construction of Safe Rooms for the damaged schools in West

Task Force Lead

2013 –2013

- Supervision of 20 FEMA Reservist and USACE personnel in the debris operation resulting from DR-4117-OK
- Conducted successful debris operation with 1.5 million cubic yards (CYs) of storm debris with 95 percent completion within 6 months
- Private Property Debris Removal (PPDR) Operation with 1,300 property assessments and associated Demolitions of damaged structures
- Implementation of the first Public Assistance Alternative Procedures for Debris Removal program
- Represented FEMA PA in the Debris Task Force comprised of State, FEMA senior leadership, and other Federal agencies

- Acted as interim Public Assistance Group Supervisor (PAGS) to Infrastructure Branch Director

Emergency Management Program Specialist

2010 –2013

- Managed and coordinated with Subgrantees to complete complex projects in a timely manner, administered amendment requests, coordinated additional damage assessments and determinations while providing consistent and uniform statutory regulations, policy guidance and eligibility determinations to manage programmatic expectations
- Administration of Grantee / Subgrantees Appeal requests requires investigative skills, extensive knowledge, and the uniform interpretation of the Robert T. Stafford Act, Title 44 Code of Federal Regulations, PA policies and guidance, FEMA 9500 Series Policies, and the FEMA Appeals database. Additionally, this position requires the consistent application of these policies and the ability to communicate the Appeal determinations, in writing to the Grantee
- Administration of Grantee / Subgrantees Audit-closeout determinations by State auditors, requires project analysis, document verification, and knowledge of basic accounting principles and the ability to write clear and concise Requests for Information (RFI) correspondence and final determination letters to the Grantee

PAC Crew Lead

PPDR / Saltwater Killed Trees, Storm Drains, 2009 –2010

- Supervised a team of six for the Galveston PPDR / Saltwater Killed Tree removal program that included initial surveys, removal monitoring, eligibility determinations, and conducting applicant / consultant meetings
- Communicated accurate and consistent information to applicants concerning FEMA guidance on PPDR and Saltwater Killed Tree programs
- Managed the Storm Drain cleaning project which included initial surveys, monitoring, and verification of scope-of-work completion

PAC Crew Lead

Debris Operations, 2009 –2010

- Supervised and managed the daily operations of Debris Team Six, consisting of 15-20 Debris Specialists
- Development and motivation of subordinate staff
- Providing accurate and consistent information to applicants concerning FEMA guidance, statutory regulations, policies, and procedures
- Managed the Private Property Debris Removal (PPDR) program which included assisting applicants with request requirements, proper documentation, and eligibility determinations



CLIF KENNEDY

REGIONAL MANAGER

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INTRODUCTION

As a former Captain in the U.S. Marine Corps, Mr. Kennedy was responsible for the training and combat readiness of hundreds of Marines and led expeditionary combat operations around the world. His leadership and experience conducting operations in extreme situations gives him a unique perspective in the disaster response business. Additionally, his management background in a commercial real estate development and an international non-profit have broadened his capabilities in effective leadership. As a Regional Manager, Mr. Kennedy is responsible for maintaining business relationships and providing hands-on participation and incident command in response and recovery operations. His major recent activations include: Hurricanes Hanna, Laura, Michael, Florence and Harvey and COVID-19 response throughout Texas. Upon joining the DRC team, Mr. Kennedy was immediately activated in response to Hurricane Harvey and worked closely with the City of Houston and Harris County. Mr. Kennedy also worked with the Texas General Land Office restoring 125 miles of Texas coastline after Hurricane Harvey. During this project he coordinated with 8 different federal, state, and county agencies and completed the project on time while navigating numerous unexpected contingencies.

EDUCATION

Infantry Officer's Course – Quantico, Virginia 2003

Texas A&M University – College Station, Texas

Bachelor of Arts in Political Science – 2002

Corps of Cadets, Company E-1 – 1998-2002

Ross Volunteer Company Commander - 2002

CERTIFICATIONS

FEMA – IS-100.b Incident Command System ICS-100

FEMA – IS-632.a Introduction to Debris Operations

FEMA – IS-700.a National Incident Management System (NIMS)

HAZWOPER

8 Hour HAZWOPER Refresher

10 Hour OSHA Training for the Construction Industry

NOTABLE PROJECTS

Hurricane Ida – 2021

Hurricane Nicolas – 2021

Winter Storm Uri – 2021

Hurricane Beta – 2020

Hurricane Laura – 2020

Hurricane Hanna – 2020

Tropical Storm Imelda – 2019

Hurricane Dorian – 2019

Hurricane Florence – 2018

Hurricane Michael – 2018

Hurricane Harvey – 2017

Hurricane Maria – 2017

EXPERIENCE

DRC Emergency Services LLC – Houston, Texas

Texas & Southwest Regional Manager, March 2018 – Present

Special Projects Manager, October 2017-February 2018

- Responsible for seeking out, and managing the business development efforts for immediate and opportunistic disaster response and recovery projects in Texas and the Southwest United States.
- In charge of responding to RFP's and negotiating contracts with city, county, and federal agencies for pre-event disaster response contracts.
- Responsible for the response and coordination of a project and hand-over to the operations team in the field.

PROJECT EXPERIENCE

- **Project Manager, Hurricane Florence, North Carolina, 2018.** Mr. Kennedy served as the company's lead in response and recovery for military installations that affected by the hurricane. Mr. Kennedy developed partnerships with federal contractors that led to debris removal contracts at Marine Corps Base, Camp Lejeune. Responsibilities included providing daily reporting to client, project management oversight, logistical support and contract management. Debris removal covered multiple mission essential areas around the 246 square mile installation.
- **Business Development, Hurricane Michael, Georgia, 2018.** Mr. Kennedy served in the role of business development and client relations in the affected areas of southwest Georgia. Immediately following the landfall of the hurricane, Mr. Kennedy mobilized to the area to meet with existing customers and advise them on what steps they needed to take to ensure an efficient response. DRC was awarded a contract from Georgia Department of Transportation to remove storm debris from state right-of-ways in Southwest Georgia.
- **Regional Manager, Hurricane Harvey, Houston, Texas, 2017-Present, City of Houston.** Mr. Kennedy served as the manager during the recovery efforts for multiple contract activations in the aftermath of Hurricane Harvey. Mr. Kennedy's responsibilities included managing the daily operations of debris removal, transportation and final disposal; logistical coordination of the personnel and resources; maintain lines of communication and reporting with the customer. Mr. Kennedy has also directed the City of Houston's waterway clean-up project, encompassing debris removal operations in Lake Houston, San Jacinto River and creek and bayou system.
- **Special Projects Manager, Hurricane Harvey, Texas, 2017, General Land Office.** Mr. Kennedy served in various capacities to serve customers around the state of Texas. Mr. Kennedy oversaw contracts with the State of Texas' General Land Office recovery along a 130-mile stretch of Gulf Coast beaches. Mr. Kennedy's responsibilities included preparing operation plans and schedules, ensuring compliance with local, state and federal authorities, providing logistical and procurement support, and project management. Responsible for daily reporting to USACE and Texas General Land Office.

PREVIOUS EXPERIENCE

Every Village – Houston, Texas and South Sudan, Africa

Director, 2016-2017

- Developed strategy and vision for the organization to grow its budget and capacity to increase clean water and radio programs in South Sudan.
- Led a team of fundraisers and communications professionals to increase the awareness of the organizations mission and financial needs.

Stream Realty Partners – Houston, Texas

Vice President, 2010-2016

- Managed construction and development projects across the company's full service, commercial real estate platform.

MILITARY EXPERIENCE:

United States Marine Corps

Captain/Infantry Officer

Marine Barracks Washington, "8th & 1st" – 2007-2010

- Served as Company Commander for Bravo Company, comprised of 140 infantry Marines. During that time, executed over two hundred ceremonies in the National Capital Region, honoring U.S. Presidents, government officials, military officials, and visiting foreign dignitaries.

- Served as Platoon Commander for Alpha Company, 1st Platoon, comprised of 40 infantry Marines. Maintained combat readiness for each individual Marine and also performed over one hundred high visibility ceremonies to represent the United States Marine Corps.

2nd Battalion, 3rd Marines – Kaneohe Bay, Hawaii – 2004-2007

- Assistant Operations Officer, Al Anbar Province, Iraq.
 - Developed and executed pre-deployment training plans for the 800-man Battalion.
 - Commanded the battalion's combat operations center (COC) throughout the deployment to Iraq, coordinating operations in the battalion's battlespace, consisting of over one thousand patrols and operations.
 - Developed and executed battle plans for a large scale, joint operation with the U.S. Marines, Iraqi Army and Iraqi Police forces to locate high-value enemy combatants.
- Infantry platoon commander, Jalalabad and Kunar, Afghanistan
 - Responsible for the training and combat readiness of 42 infantry Marines; deployed to Jalalabad and Kunar, Afghanistan and lead continuous combat operations over a 200-km area, significantly reducing the enemies' combat effectiveness and presence in the area.
 - Provided security across three provinces for the first democratic elections in the history of Afghanistan.
- Infantry platoon commander, 31st Marine Expeditionary Unit – Southeast Asia
 - Trained a platoon of 42 Marines in small boat raid operations in various locations around the South China Sea.
 - Conducted and led small unit joint urban warfare training exercises with the Japanese Ground Self-Defense Forces
 - Participated joint training exercises and operations with several foreign militaries, to include Royal Thai Marines, Republic of Korea Marines, Afghan National Army, Iraqi Armed Forces



STEVE CRAWFORD

REGIONAL MANAGER

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INTRODUCTION

Mr. Crawford comes to DRC with 25 years of operational and sales experience in the waste and recycling industry. Mr. Crawford is a Florida resident and has lived in the state since 1990. He previously worked in the Organics Recycling and Compost industry in Florida, where he was responsible for operations, project management, as well as sales/marketing of compost and mulch products. Additionally, he was previously responsible for municipal and federal contracting, operations management, disposal management, transportation, logistics and commodity marketing. Mr. Crawford is a previous Board of Director Member and Chairman of the Sponsorship Committee for Recycle Florida Today, a nonprofit organization dedicated to recycling education and improvements throughout the state of Florida. Most recently in response to Hurricanes Delta, Laura, and Sally, Mr. Crawford worked as the Operations manager in Grant Parish, LA, Winn Parish, LA, Natchitoches Parish, LA, and the City of Natchitoches, LA. During this time, he helped operate 10 DMS sites and removed and disposed of a combined total of over 1,380,000 cubic yards of debris throughout these areas. Additionally, Mr. Crawford helped coordinate Hurricane Sally efforts for Gulf Breeze, FL, Mary Esther, FL, Niceville, FL, and Forsythe County, GA. Some of his other major activations include Hurricanes Michael and Florence. During Hurricane Michael, Mr. Crawford worked closely with FDOT where he managed a ten-day PUSH consisting of 339 crews.

EDUCATION

Mead Technical Institute, Meadville, PA -1990

Maplewood High School, Meadville, PA -1988

PROMINENT CERTIFICATIONS

HAZWOPER

CERTIFICATIONS

FEMA IS-5.a

FEMA IS-11.a

FEMA IS-8.a

FEMA IS-15.b

NOTABLE PROJECTS

Hurricane Laura – 2020

Hurricane Delta – 2020

Hurricane Sally – 2020

Hurricane Dorian – 2019

Hurricane Michael—2018

Hurricane Florence—2018

Hurricane Irma – 2017

EXPERIENCE

DRC Emergency Services, LLC – Fernandina, Florida

Regional Manager, Florida, April 2018-present

- Overall day-to-day responsibility for managing all client customer needs including contracts, maintenance, training and planning for disaster events.

McGill Environmental Systems

Senior Project Manager- Southeast US, July 2016-April 2018

- Reporting to CEO, responsible for all sales and operational growth projects for multiple organic recycling facilities in the Southeast.
- Directly manage Florida startup operation in 2017, improving net profit by 36% and sales revenue by 900K.
- Account manager for large municipal and commercial customer base within Florida.
- Strategic member of company leadership team with involvement in major capital projects, facility improvements, and sales growth.

Waste Pro USA

Division Manager- Jacksonville, FL, June 2014–July 2016

- Reporting to Regional Vice President and responsible for operations and safety of 115 employees, 75 vehicle fleet and 18 million in annual revenue. This included culture, training, improvement and all special projects.
- Directly responsible for all aspects of municipal contracting to include negotiating terms, public meeting presentations, implementation and operational execution.
- Accountable for growth & development of division revenue including success of staff, and management of sales staff development.
- Built rapport and interacted with internal and external customers, employees, businesses and municipal staff.
- Developed budgeting objectives for operations, shop and capital expenditures.

Waste Management

Strategic Business Director- Lombard, IL, August 2009– June 2014

- Reporting to Segment Vice President responsible for all federal sales and contracting nationwide.
- Increased net revenue in federal sales by 10 million in 16 months.
- Increased renewal rate on federal contracts from 43% to 85% within six months.
- Developed processes and procedures for properly responding to RFP opportunities.
- Implemented a strategic sales strategy to capitalize on sustainability efforts within government.
- Grew sales team by 200%, managing sales goals, HR functions, marketing and expenditures

District Manager- Florida, October 2001-January 2009

- Reporting to Market Area VP, responsible for managing all aspects of District recycling functions.
- Implemented District wide parts inventory system in 2002, eliminating shipping delays from parts suppliers.
- Managed high profile contracts with Broward County, Orange County, City of Tampa, and Seminole County.
- Instrumental in creating trust relationships with Waste Management leadership throughout the District.
- Served as Team Leader on the Florida Growth Team, responsible for doubling Florida's EBIT in 20 months.
- Voted to the Board of Directors for Recycle Florida Today in 2006, and also served as Chairman of their sponsorship committee.
- Extensive hands on experience with the municipal RFP process, ranging from direct bid procedures to complete contract negotiations.
- Achieved District wide one-year accident free status during 2004/2005.

Smurfit Stone Recycling

General Manager- Jacksonville, FL, December 1998-October 2001

- Recognized by corporate for operating 1999, 2000 and 2001 with zero recordable injuries.
- Reported to Market Area Manager and responsible for a 6000-ton per month facility with 45 employees.
- Directed the movement of 15,000 tons per month of brokerage OCC and High Grades.
- Received "Plant of the Year" award in 2000 for excellence in safety and profit.
- Increased export shipments from plant by 20% capturing the higher margins utilizing domestic homes for brokerage.
- Recaptured major high-grade suppliers using relationships and excellent service reputation.
- Managed P&L budget responsible for 25 million in annual revenue.

Account Manager- Tampa, FL, May 1997-December 1998

- Reporting to General Manager, responsible for securing and retaining all major accounts in excess of 500 tons per month.
- Recognized as 1998 Money Maker of the Year for development of non-fiber tonnage with new suppliers and ten-year contract extensions with two high margin customers.
- Served the lead role in the sale of non-performing facilities in Florida and received corporate acknowledgment for professionalism and thoroughness during this project.
- Responsible for the sale of two customer-recycling systems in excess of \$100,000 each.

General Manager- Memphis, TN, March 1996-May 1997

- Reported to Market Area Manager, responsible for a 4,000-ton per month facility with 30 employees.
- Directed the movement of 9,000 tons per month of brokerage OCC and High Grades.
- Created partnership with local safety organization to host health fairs, conduct disaster training and improve safety training.
- Increased monthly EBIT by 90,000 dollars in 12 months by improving operating efficiencies and reducing maintenance downtime.
- Managed the renegotiation of a poor union contract, improving the company's position.
- P&L and budget responsibility for 15 million in annual revenue.
- Negotiated exclusive supply contracts with two Nike Distribution centers for 1,500 tons per month.



SAM DANCER

PROJECT MANAGER

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INTRODUCTION

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill.

More recently, he was involved in: St. Charles County and the City of Bridgeton tornado debris removal (MO); Tuscaloosa (ALDOT) residential demolition of tornado-damaged residences (AL); Terrebonne Parish (LA) and St. Louis Bayou (MS) Cleanout project; City of New Orleans Strategic Demolition for Economic Recovery project (LA); East Baton Rouge Parish wind storm damage (LA); Ascension Parish, Tangipahoa Parish (LA), and Houston (TX) flood damage; project manager for Hurricane Irma Largo.

EDUCATION

Southeastern Louisiana University – Hammond, LA
Computer Science – Fall 1980, Fall 1981, Spring 1982

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial
LDEQ Asbestos Contractor/Supervisor

FEMA IS-100.c	Introduction to Incident Command System, ICS-100
FEMA IS-100.pwb	Introduction to the Incident Command System
FEMA IS-632.a	Introduction to Debris Operations
FEMA IS-633	Debris Management Plan Development
FEMA IS-634	Introduction to FEMA's Public Assistance Program
FEMA IS-700.b	National Incident Management System (NIMS), An Introduction
FEMA IS-702.a	NIMS Public Information Systems

OTHER CERTIFICATIONS

FEMA IS-3	FEMA IS-100.fda	FEMA IS-325	FEMA IS-802	FEMA IS-1150	OSHA-122
FEMA IS-5.a	FEMA IS-100.fwa	FEMA IS-360	FEMA IS-803	FEMA IS-1172	OSHA-123
FEMA IS-10.a	FEMA IS-100.hcb	FEMA IS-394.a	FEMA IS-804	FEMA IS- 2000	OSHA-144
FEMA IS-11.a	FEMA IS-100.he	FEMA IS-405	FEMA IS-807	FEMA IS-2002	OSHA-150
FEMA IS -20.19	FEMA IS-100.leb	FEMA IS-420	FEMA IS-807	FEMA IS -2500	OSHA-151
FEMA IS -21.19	FEMA IS-106.17	FEMA IS-421	FEMA IS-809	FEMA IS -2600	OSHA-152
FEMA IS-20.21	FEMA IS-200.b	FEMA IS-453	FEMA IS-810	FEMA IS-2900.a	OSHA-161
FEMA IS-21.21	FEMA IS-200.hca	FEMA IS-454	FEMA IS-811	FEMA IS-2901	OSHA-162
FEMA IS-29	FEMA IS-201	FEMA IS-546.a	FEMA IS-812	OSHA-105	OSHA-602
FEMA IS-33.17	FEMA IS-230.d	FEMA IS-547.a	FEMA IS-813	OSHA-107	OSHA-603
FEMA IS-36	FEMA IS-240.b	FEMA IS-660	FEMA IS-906	OSHA-108	OSHA-605
FEMA IS-37.19	FEMA IS-241.b	FEMA IS-703.a	FEMA IS-907	OSHA-112	OSHA-612
FEMA IS-37.21	FEMA IS-244.b	FEMA IS-706	FEMA IS-909	OSHA-113	OSHA-614
FEMA IS-42	FEMA IS-315	FEMA IS-775	FEMA IS-912	OSHA-115	OSHA-618
FEMA IS-60.b	FEMA IS-317	FEMA IS-800.b	FEMA IS-914	OSHA-116	OSHA-700
FEMA IS-75	FEMA IS-324.a	FEMA IS-801	FEMA IS-1010	OSHA-121	OSHA-701

OSHA-702	OSHA-716	OSHA-722	OSHA-807	OSHA-809
OSHA-704	OSHA-718	OSHA-750	OSHA-808	OSHA-815
OSHA-707	OSHA-719	OSHA-806		OSHA-852

ADDITIONAL OSHA CERTIFICATES

30 hour Construction Safety and Health
 Confined Space Safety in Construction
 Construction Worksite Safety
 Hand and Power Tool Safety
 Introduction to Ergonomics
 Introduction to Safety Recognition

Occupational Safety and Health Professional
 Occupational Safety and Health Specialist
 Occupational Safety and Health Supervisor
 Occupational Safety and Health Trainer (Train-the-Trainer)
 Safety Committee Chair
 Safety Committee Member

ACCESS AND AWARDS

TWIC Card
 Access to the Homeland Security Information Network for LA, MS, TX, AL and the EM Site
 Louisiana War Cross
 National Defense Service Medal
 Good Conduct Medal
 Army Achievement Medal

NOTABLE PROJECTS

Hurricane Ida – 2021
 Alabama Tornadoes – 2021
 Texas Severe Winter Storms – 2021
 Hurricane Delta — 2020
 Hurricane Laura — 2020
 Hurricane Dorian—2019
 Tropical Storm Barry—2019
 Hurricane Michael—2018
 Hurricane Florence—2018
 Hurricane Irma – 2017
 Hurricane Harvey – 2017

Louisiana Severe Storms and Flooding (DR-4277) – 2016
 Houston, TX Flood – 2015
 Winter Storm Pax – 2014
 Midwestern Tornado Outbreak – 2013
 Hurricane Isaac – 2012
 Hurricane Irene – 2011
 BP Oil Spill – 2010
 Hurricane Gustav – 2008
 Hurricane Ike – 2008
 Hurricane Rita – 2005
 Hurricane Katrina – 2005

EXPERIENCE

DRC Emergency Services LLC – New Orleans, Louisiana
Field Supervisor/Project Manager, 2013 – Present

- Manages all phases of assigned projects, ensuring contractual obligations are met and accountable for the personnel and equipment onsite. Projects include St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

The Country Club – New Orleans, Louisiana
Security Supervisor, 2013

- Maintained a safe environment for employees and patrons at a high-profile restaurant and nightclub; monitored activity via recorded digital CCTV and through live indoor and outdoor surveillance; ensured security staff members were properly trained in all methods of surveillance, guest service, non-violent crisis intervention and documentation of events.

Defcon 1—Pearl River, Louisiana
Owner/Operator, 2012-2013

- Managed all operations of a personally owned business which involved the retail sales of law enforcement and military apparel and equipment and provided contract security for private parties, events and VIP escort services.

Cahaba Disaster Recovery (acquired by DRC) – Mobile, Alabama

Project Manager, 2008-2012

- Directed all phases of disaster-related projects from contract activation to final closeout; coordinated mobilization of subcontractors and ensured crews in the field operated in accordance with OSHA and DEQ regulations; maintain effective communication with local governing bodies, FEMA, Army Corps of Engineers and monitoring firms. Recovery projects included areas impacted by Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill

Bourbon Blues Company – New Orleans, Louisiana

Security, 2008

- Provided a safe environment for the employees and patrons by ensuring rules regarding the service of alcoholic beverages to patrons by the bar staff were followed; communicated effectively with NOPD in regard to serious incidents occurring at the bar and submitted written reports to law enforcement and management

Omni-Pinnacle Emergency Response – Slidell, Louisiana

Field Supervisor, 2005-2008

- Managed the day-to-day activities of crews and employees in the field, including operations involving tree cutting, debris removal, debris disposal, waterway clearing and residential and commercial demolition; ensured that FEMA, OSHA, DEQ and contractual obligations are met; project involvement included Hurricanes Katrina and Rita in unincorporated St. Tammany Parish, LA and Wilma in Indian River County, FL

Target Corporation (Mervyn's and Target) – Multiple Locations

Key Store Investigator, Field Assets Protection Team Leader, Executive Team Leader-Assets Protection, 1994-2005

- Implemented company-directed safety and shortage plans as well as creating store-based plans in accordance with annual inventory results, local safety issues and theft trends; monitored and maintained overt and covert surveillance systems; initiated, investigated and resolved internal and external theft cases including organized theft and fraud; apprehended and interviewed individuals responsible for shortages; partnered with local, state and federal law enforcement agencies and communicated with other retailers; testified in court when necessary

LAW ENFORCEMENT EXPERIENCE:

Pearl River Police Department (Reserve Division) – Pearl River, Louisiana

Officer, 1990-1996

- Patrol the streets of Pearl River, protect citizens and their property while enforcing town, parish and state ordinances; participated in the initiation and resolution of investigations regarding the manufacturing transport, possession and distribution of controlled substances as a member of the Narcotics Task Force

MILITARY EXPERIENCE:

Louisiana Army National Guard (Infantry) – Houma, Louisiana

Squad Leader, 1989-1991

- Accountable for the proper training and the well-being of an eleven-person infantry squad; maintained combat readiness of the squad and all assigned weapons and equipment to ensure mission completion; unit was activated for Desert Storm

United States Army (Infantry) – Multiple Locations

Senior Custodial Agent, Fire Team Leader/Track Commander, 1983-1986

- Controlled entry of US and German personnel into the limited and exclusion areas of a remote nuclear missile site and provide tactical response in the event of a perimeter breach; ensured that the soldiers in the fire team were properly trained and all assigned equipment was maintained; participated in Bright Star, Egypt (1985)



MARK BUSH

PROJECT MANAGER

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INTRODUCTION

Mr. Bush is a Texas native who worked previously as Field Service Supervisor/Operations Coordinator for an oilfield services company specializing in water treatment. He served 6 years in the US Army as a Light Wheel Mechanic and also served as a Squad Leader with the 4th Brigade/4th Infantry Division. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail and adaptability to change, and time management. Recently, Mr. Bush worked as a project manager for DRC in Harris County following Hurricane Harvey. He also serves as the main point of contact to Harris County Engineering during this time.

EDUCATION

Lamar University, 1995-1997

Houston Area Plumbers Joint Apprenticeship Training, 1999-2003

PROMINENT CERTIFICATIONS

40-Hour OSHA HAZWOPER

TX All-lines Ins. Adjuster (lic#2156078)

SafeLand USA

SafeGulf USA

H2S Awareness Training

CPR AED Certified

OTHER CERTIFICATIONS

FEMA IS-5.a

FEMA IS10.a

FEMA IS-37.23

FEMA IS-100.c

FEMA IS-200.c

FEMA IS-235.c

FEMA IS-241.c

FEMA IS-242.c

FEMA IS-317.a

NOTABLE PROJECTS

Hurricane Ida — 2021

Texas Severe Winter Storms — 2021

Hurricane Zeta — 2020

Hurricane Delta — 2020

Hurricane Sally — 2020

Hurricane Hanna — 2020

Tropical Storm Imelda — 2019

Hurricane Dorian — 2019

Tropical Storm Barry — 2019

Hurricane Michael — 2018

Hurricane Florence — 2018

Hurricane Harvey — 2017

EXPERIENCE

DRC Emergency Services, LLC

Project Manager, 2017-Present

- **Hurricane Michael, Jackson County, Florida.** Mr. Bush served as the project manager during DRC's response efforts for Hurricane Michael. Still activated in Florida working with FDOT, Mr. Bush's responsibilities included managing the daily logistical coordination of crews, heavy equipment, and support resources; implementing health and safety protocols to ensure that all work was completed safely; work flow and future crew movement planning; and daily work site documentation.
- **Hurricane Harvey, Harris County, Texas.** Mr. Bush served as the project manager during DRC's response efforts

for Hurricane Harvey. Mr. Bush's responsibilities included managing the daily logistical coordination of crews, heavy equipment, and support resources; implementing health and safety protocols to ensure that all work was completed safely; work flow and future crew movement planning; and daily work site documentation. In addition to managing debris removal, Mr. Bush was the main point of contact for Harris County's Engineering Department for shutting down all DMS sites in the area.

Orion Water Solutions

Field Service Supervisor/Operations Coordinator, 2014-2017

- Served as the supervisor and coordinator for all of operations, including but not limited to; managed the logistics of mobile equipment, chemical shipments, and all of personnel.

Kellogg, Brown & Root-2003-2004

Foreman, (Djibouti, Africa), 2003-2004

- Worked as the youngest foreman in the country to maintain and improve the infrastructure of a military base. With 16-18 local national crews, their work involved plumbing and construction jobs.

MILITARY EXPERIENCE:

United States Army

- *Squad Leader with the 4th Brigade/4th Infantry Division, 2007-2013*
 - *Jalalabad, Afghanistan.* Tasked with Base Defense Ops and served as a member of a QRF Team in support of Operation Enduring Freedom.



LISA GARCIA WALSH

CONTRACTS MANAGER

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INTRODUCTION

Ms. Garcia Walsh has overseen DRC's contracts since 2010. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence. She is responsible for applying, renewing, and activating general contractor licenses nationwide as well as other authorizations and pre-qualifications. Additionally, she is responsible for invoicing, ticket reconciliation and coordination with subcontractors, municipalities and monitoring firms regarding accounting procedures. Ms. Garcia Walsh helps ensure data is collected and processed efficiently.

Ms. Garcia Walsh brings experience in data management operations following some of the largest debris generating natural disaster in recent history. She oversaw data collection and processing for state and federally funded projects. She assists with data management, invoice reconciliation, and project closeout.

Ms. Garcia Walsh has provided administrative assistance to DRC's management personnel on all major disasters since 2013. Prior to joining DRC, Ms. Garcia Walsh provided administrative assistance for emergency response projects involving FEMA protocol.

EDUCATION

Our Lady of Holy Cross College – New Orleans, Louisiana

Bachelor's Degree in Accounting – May 2015

Nunez Community College – Chalmette, Louisiana

Associates Degree in Business Technology – 2010

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial

OTHER CERTIFICATIONS

FEMA IS-5.a	FEMA IS-201	FEMA IS-546.a	FEMA IS-706
FEMA IS-10.a	FEMA IS-235.c	FEMA IS-547.a	FEMA IS-775
FEMA IS-11.a	FEMA IS-241.c	FEMA IS-632.a	FEMA IS-800.b
FEMA IS-37.23	FEMA IS-244.b	FEMA IS-633	FEMA IS-906
FEMA IS-42	FEMA IS-315	FEMA IS-634	FEMA IS-907
FEMA IS-100.c	FEMA IS-317.a	FEMA IS-660	FEMA IS-909
FEMA IS-111.a	FEMA IS-324.a	FEMA IS-700.a	FEMA IS-2900
FEMA IS-200.c	FEMA IS-453	FEMA IS-702.a	

NOTABLE PROJECTS

Kentucky Tornadoes – 2021

Hurricane Ida – 2021

Alabama Tornadoes – 2021

Texas Severe Winter Storms – 2021

Hurricane Zeta – 2020

Hurricane Delta – 2020

Hurricane Sally – 2020

Hurricane Laura – 2020

Hurricane Isaias – 2020

Hurricane Hanna – 2020

Tropical Storm Imelda – 2019

Hurricane Dorian – 2019

Tropical Storm Barry – 2019

Hurricane Michael – 2018

Hurricane Florence—2018
Hurricane Maria – 2017
Hurricane Irma – 2017
Hurricane Harvey – 2017
Hurricane Matthew—2016
Louisiana Severe Storms and Flooding (DR-4277) – 2016
Winter Storm Jonas – 2015
Houston, TX Flood -2015
Winter Storm Pax – 2014
Midwestern Tornado Outbreak – 2013
Super Storm Sandy – 2012

Hurricane Isaac – 2012
Hurricane Irene – 2011
BP Oil Spill – 2010
Hurricane Gustav – 2008
Hurricane Ike – 2008
Hurricane Wilma – 2006
Hurricane Rita – 2005
Hurricane Ophelia – 2005
Hurricane Katrina – 2005
Hurricane Dennis – 2005

EXPERIENCE

DRC Emergency Services, LLC – New Orleans, Louisiana

Contracts Manager, November 2013-Present

- Maintain contractual records and documentation such as receipt and control of all contract correspondence
- Ensure that signed contracts are communicated to all relevant parties to provide contract visibility and awareness, interpretation to support implementation
- Responsible for applying, renewing and activating general contractor's licenses nationwide; prequalification with Department of Transportation offices nationwide
- Responsible for Secretary of State annual filings and authorizations to do business

Project Administrator, July 2010-November 2013

- Provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers for projects in Louisiana including, but limited to:
 - MCS2 BP Oil Spill Clean Up
 - St. Bernard Road Project
 - Orleans Parish Sheriff's Office
 - Hurricane Isaac Recovery – Assisted project managers in several contracts, coordinated and managed personnel to scan and submit tickets to Mobile office)
- Project administrator for two demolition projects for the City of New Orleans; responsibilities included filing permits, making LA One Calls, review of all packets for demolition paperwork prior to demolition, attended monthly meetings with City of New Orleans and provided invoicing reconciliation
- Researched bids and RFPs throughout the United States

Law Offices of Christian D. Chesson – New Orleans, Louisiana

Paralegal/Office Manager, September 2006-January 2009

- Assisted in Chapter 7 Bankruptcy and Lemon Law documentation for clients
- Provided overall office management, including:
 - Client relations
 - Accounts payable/receivable
 - Administrative support to ten attorneys in the New Orleans office location
 - Liaison between the New Orleans office and the Lake Charles office locations

Advanced Cleanup Technologies, Inc. – Rancho Dominguez, California

Administrative Manager, October 2005-May 2006

- Director of Human Resources for the Southeastern Branch of ACTI
- Administrative office manager duties included: documentation and operational support for operations manager and project managers; invoicing for emergency response projects following FEMA protocol

the estimated debris quantity and sign the load ticket. A copy will be submitted to the Procurer electronically, or if Contractor utilizes paper-carbon copy load tickets, they will keep the original copy, two copies will be given back to the vehicle operator and the remaining two copies will be provided to the Contractor.

- d. Loads of processed (e.g., chipped) debris being hauled from a DMS to a Procurer approved Final Disposal Site will follow the same load ticket procedures. A Procurer authorized representative will initiate the load ticket at the DMS. Another Procurer authorized representative will validate and sign the ticket at the Procurer approved Final Disposal Site.
- e. The Contractor shall give written notice of the location for work scheduled 24 hours in advance.

27.0 Price Schedule 1 – Clearance Price Schedule

SCHEDULE 1 - CLEARANCE PRICE SCHEDULE			
EQUIPMENT TYPE WITH OPERATOR CATEGORY	ESTIMATED HOURS	UNIT COST RATE	TOTAL PRICE
50' Bucket Truck	70	\$110.00	\$7,700.00
Crash Truck w/Impact Attenuator	70	\$50.00	\$3,500.00
Dozer, Tracked, D3 or Equivalent	70	\$85.00	\$5,950.00
Dozer, Tracked, D4 or Equivalent	70	\$90.00	\$6,300.00
Dozer, Tracked, D5 or Equivalent	70	\$95.00	\$6,650.00
Dozer, Tracked, D8 or Equivalent	70	\$100.00	\$7,000.00
Dump Truck, 16 +/- CY	70	\$50.00	\$3,500.00
Dump Truck, 20 +/- CY	70	\$55.00	\$3,850.00
Dump Truck, 38 +/- CY	70	\$60.00	\$4,200.00
Generator, 5.5 kW, List kW Capacity 4.5 kW	70	\$30.00	\$2,100.00
Generator, 200 kW, List kW Capacity 175 kW	70	\$110.00	\$7,700.00
Generator, 2,500 kW, List kW Capacity 2,250 kW	70	\$450.00	\$31,500.00
Light Plant with Fuel and Support	70	\$10.00	\$700.00
Graders w/12" Blade (Min. 30,000 LB)	70	\$110.00	\$7,700.00
Hydraulic Excavator, 1.5 CY	70	\$160.00	\$11,200.00
Hydraulic Excavator, 2.5 CY	70	\$170.00	\$11,900.00
Kunckleboom Loader	70	\$120.00	\$8,400.00
Lowboy Trailer w/ Tractor	70	\$60.00	\$4,200.00
Mobil Crane up to 15 Ton	70	\$150.00	\$10,500.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$35.00	\$2,450.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$45.00	\$3,150.00

Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$95.00	\$6,650.00
Vac Truck (Mist Capacity), List Capacity 2,000 gallon	70	\$120.00	\$8,400.00
Pickup Truck, 1 Ton	70	\$30.00	\$2,100.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$100.00	\$7,000.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$110.00	\$7,700.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$75.00	\$5,250.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$85.00	\$5,950.00
Tub Grinder, 800 to 1,000 HP	70	\$150.00	\$10,500.00
Hydraulic Excavator, 1.5 cy (w/ thumb)	70	\$185.00	\$12,950.00
Hydraulic Excavator, 2.5 cy (w/ thumb)	70	\$195.00	\$13,650.00
Truck, Flatbed	70	\$45.00	\$3,150.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	70	\$10.00	\$700.00
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	70	\$115.00	\$8,050.00
Wheel Loader, 3 CY, 152 HP	70	\$210.00	\$14,700.00
Wheel Loader, 4.0 CY, 200 HP	70	\$215.00	\$15,050.00
Wheel Loader, 1.5 CY, 95 HP	70	\$185.00	\$12,950.00

SCHEDULE 1 - CLEARANCE PRICE SCHEDULE (continued)

LABORER CATEGORY	ESTIMATED HOURS	UNIT COST RATE	TOTAL PRICE
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	70	\$65.00	\$4,550.00
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and miscellaneous supplies in support of crew	70	\$65.00	\$4,550.00
Tree Climber/ Chainsaw and Gear	70	\$75.00	\$5,250.00
Laborer w/ Chainsaw and Gear	70	\$55.00	\$3,850.00
Laborer w/ Small Tools, Traffic Control, or Flag Person	70	\$55.00	\$3,850.00
Bonded and Certified Security Personnel	70	\$45.00	\$3,150.00

CREW CATEGORY	ESTIMATED HOURS	UNIT COST RATE	TOTAL PRICE
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.	70	\$425.00	\$29,750.00

Note: all hours listed above are for evaluative purposes only and shall not be construed as a promise or guarantee for scope of services provided.

CONTRACTOR MAY NOT MODIFY SCHEDULE 1. CONTRACTOR MAY, HOWEVER, PROVIDE FOR INFORMATIONAL PURPOSES A SEPARATE LIST TITLED "RATES FOR AVAILABLE LABOR AND EQUIPMENT NOT LISTED BY PROCURER IN SCHEDULE 1, ESTIMATED AT 70 HOURS".

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE			
Reference to RFP Scope of Services. If a Contractor elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the Procurer.			
1: Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a Procurer approved debris management site (DMS) or Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from public property and ROW and hauling to DMS or Procurer approved final disposal site.	300,000	\$8.24	\$2,472,000.00
2 C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to a DMS, then to a Procurer approved final disposal site or collection and transportation of eligible C&D on the ROW or public property and hauling to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Collection and transportation of eligible C&D debris on the ROW or public property and hauling to DMS, then to a Procurer approved final disposal site.	100,000	\$18.88	\$1,888,000.00
Collection and transportation of eligible C&D debris on the ROW or public property and hauling to a Procurer approved final disposal site.	100,000	\$8.92	\$892,000.00
3a Land-Based Operation to Remove Debris from Canals/ Waterways Work consists of the collection and transportation of eligible debris from Procurer maintained canals and waterways to a DMS and then to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from Procurer maintained canals/waterways and hauling to DMS, and then to a Procurer approved final disposal site.	100,000	\$9.98	\$998,000.00
3b Marine-Based Operation to Remove Debris from Canals /Waterways Work consists of the collection and transportation of eligible debris from Procurer maintained canals and waterways to a DMS and then to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total

Removing debris from Procurer maintained canals/waterways and hauling to DMS and then to a Procurer approved final disposal site.	100,000	\$29.98	\$2,998,000.00
4 Structure Demolition, Removal, Transport and Disposal			
Work consists of decommissioning, demolishing and disposing of Non-Regulated Asbestos Containing Material (Non-RACM) structures and Regulated Asbestos Containing Material (RACM) structures on public or private property within the jurisdictional limits of the Procurer.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Non-RACM Structures	100,000	\$14.98	\$1,498,000.00
RACM Structures	100,000	\$20.98	\$2,098,000.00
5 DMS Operation and Reduction Through Grinding			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	200,000	\$5.82	\$1,164,000.00
6 DMS Operation and Reduction Through Burning using Air Curtain Incinerators			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris using air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.			
	200,000	\$3.62	\$724,000.00
7 DMS Operation and Reduction Through Controlled Open Burning			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through controlled open burning. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.			
	200,000	\$2.62	\$524,000.00

<p>8 Haul-out of Reduced Debris to a Procurer Approved Final Disposal Site</p> <p>Work consists of loading and transporting reduced eligible disaster-related debris at a Procurer approved DMS to a Procurer designated final disposal site.</p>	<p>Estimated Quantity (CY)</p>	<p>\$ Per Cubic Yard</p>	<p>Total</p>
	<p>56,250</p>	<p>\$4.98</p>	<p>\$280,125.00</p>
<p>9 Removal of Hazardous Trees and Limbs</p> <p>Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the Procurer's ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.</p>	<p>Estimated Quantity</p>	<p>\$ Per Tree</p>	<p>Total</p>
<p>6 inch to 12.99 inch diameter</p>	<p>160</p>	<p>\$55.00</p>	<p>\$8,800.00</p>
<p>13 inch to 24.99 inch diameter</p>	<p>75</p>	<p>\$150.00</p>	<p>\$11,250.00</p>
<p>25 inch to 36.99 inch diameter</p>	<p>10</p>	<p>\$295.00</p>	<p>\$2,950.00</p>
<p>37 inch to 48.99 inch diameter</p>	<p>5</p>	<p>\$450.00</p>	<p>\$2,250.00</p>
<p>49 inch and larger diameter</p>	<p>1</p>	<p>\$550.00</p>	<p>\$550.00</p>
<p>Hanger Removal (per Tree)</p>	<p>1,900</p>	<p>\$86.50</p>	<p>\$164,350.00</p>
<p>10 Removal of Hazardous Stumps</p> <p>Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a Procurer approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.</p>	<p>Estimated Quantity</p>	<p>\$ Per Stump</p>	<p>Total</p>
<p>24.1 inch to 36.99 inch diameter</p>	<p>20</p>	<p>\$250.00</p>	<p>\$5,000.00</p>
<p>37 inch to 48.99 inch diameter</p>	<p>10</p>	<p>\$450.00</p>	<p>\$4,500.00</p>
<p>49 inch and larger diameter</p>	<p>1</p>	<p>\$750.00</p>	<p>\$750.00</p>

11 ROW White Goods Debris Removal Work consists of the removal of eligible White Goods from the ROW to a Procurer approved DMS site or Procurer approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the Procurer approved DMS to a Procurer approved facility for recycling.	Estimated Quantity	\$ Per Unit	Total
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	10	\$98.50	\$985.00
Washers, dryers, stoves, ovens, and hot water heaters	25	\$67.50	\$1,687.50
UNIT RATE PRICE CONTINUED			
PRICE SCHEDULE 2, PART 2			
12 Household Hazardous Waste Removal, Transport, and Disposal Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a Procurer approved permitted hazardous waste facility or MSW type I landfill.	Estimated Quantity	\$ Per Pound	Total
	100,000 lbs	\$2.50	\$250,000.00
13 E-Waste Removal Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the Procurer.	Estimated Quantity	\$ Per Unit	Total
	100,000	\$1.90	\$190,000.00
14 Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total
	250,000 lbs	\$0.50	\$125,000.00

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name DRC Emergency Services, LLC
Address/City State Zip 6702 Broadway Street, Galveston, TX 77554
Phone/Fax/Email P: (888) 721-4372, F: (504) 482-2852, Ckennedy@drcusa.com
Contact Name Clif Kennedy

Agency/Firm Name City of Austin, TX
Address/City State Zip P.O. Box 1088 Austin, TX 78767
Phone/Email (512) 974-4301 richard.mchale@austintexas.gov
Contact Name Richard McHale

Agency/Firm Name Manatee, FL
Address/City State Zip 3333 Lena Road, Bradenton, FL 34211
Phone/Email 941-812-4301 jeanne.detweiler@mymanatee.org
Contact Name Jeanne Detweiler

Agency/Firm Name Sarasota County, FL
Address/City State Zip 4000 Knights Trail Rd, Nokomis, FL 34275
Phone/Email 941-544-2817 lerosc@scgov.net
Contact Name Lois Rose

Agency/Firm Name St. Tammany Parish, LA
Address/City State Zip 21454 Koop Dr, Building B, Mandeville, LA 70471
Phone/Email 985-898-2557 jwatson@stp.gov.org
Contact Name Jay Watson

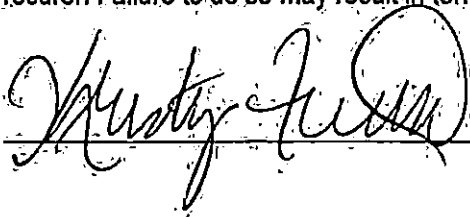
Agency/Firm Name Jefferson County, TX
Address/City State Zip 1149 Pearl Street, 1st floor, Beaumont, Texas 77701
Phone/Email 409-835-8757 rgrimm@co.jefferson.tx.us
Contact Name Robert Grimm

CERTIFICATION OF ELIGIBILITY

By submitting a proposal in response to this RFP, the Contractor certifies that at the time of submission, it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of proposal submission and time of award, the Contractor will notify the Procurer. Failure to do so may result in terminating this contract for default.

Signature:



Kristy Fuentes, Vice President/Secretary/Treasurer

THIS FORM MUST BE SIGNED.

SAFETY RECORD QUESTIONNAIRE

The Procurer desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and thereby consider the safety records of potential Contractors prior to awarding this RFP. Pursuant to Section 262.0435 of the Local Government Code, Procurer has adopted the following written definition and criteria for accurately determining the safety record of a Contractor prior to award of this RFP.

The definition and criteria for determining the safety record of a Contractor for this consideration shall be:

If the Contractor in response to the questions in this Questionnaire reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the Contractor for serious violations of OSHA regulations within the past three (3) years, Procurer will, at its discretion, determine whether to disqualify the Contractor.

If the Contractor in response to the questions in this Questionnaire reveals more than one (1) case in which Contractor has received a citation from an environmental protection agency for violations within the past five (5) years, Procurer will, at its discretion, determine whether to disqualify the Contractor. Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and its past associated agency: the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of Health, the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c)(1) and (2).

If the Contractor in response to the questions in this Questionnaire reveals that the Contractor has been convicted of a criminal offense within the past ten (10) years which resulted in serious bodily harm or death, Procurer will determine whether to disqualify the Contractor.

SAFETY RECORD QUESTIONNAIRE

In order to obtain proper information from Contractors so that Procurer may consider the safety records of potential contractors prior to awarding bids on Procurer contracts, Procurer requires that Contractors answer the following three (3) questions and submit them with their Proposals:

QUESTION ONE

Has the Contractor, or the firm, corporation, partnership, or institution represented by the Contractor, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

Yes No

If the Contractor has indicated yes for question number one above, the Contractor must provide Procurer with its proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location of establishment inspected;
3. Category of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

SAFETY RECORD QUESTIONNAIRE

QUESTION TWO

Has the Contractor, or the firm, corporation, partnership, or institution represented by the Contractor, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

Yes No

If the Contractor has indicated yes for question number two above, the Contractor must provide Procurer with its proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location where offense occurred;
3. Type of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

SAFETY RECORD QUESTIONNAIRE

QUESTION THREE

Has the Contractor, or the firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

 Yes X No

If the Contractor has indicated Yes for question number three above, the Contractor must provide Procurer with its proposal response, the following information with respect to each such citation:

1. Date of offense;
2. Location where offense occurred;
3. Type of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.



Signature Kristy Fuentes

Vice President/Secretary/Treasurer
Title

SAFETY RECORD AND ENVIRONMENTAL COMPLIANCE

Pursuant to Sections 252.0435 of the Texas Local Government Code, the Procurer shall consider the safety record and environmental compliance of the Contractor and may determine at its reasonable discretion the disqualification of any Contractor which in response to the following question reveals more than two (2) or more violations, with the severity and nature of the violations to be considered in the determination.

Has the Contractor, or the firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of environmental laws within the past three years? Citations include, but are not limited to: notices of violation; suspensions/revocations of state/federal licenses or registrations; fines assessed; pending criminal complaints; indictments; convictions; deferred adjudications; administrative orders; draft orders; final orders; and final judgments. Any citations from the following agencies must be supplied: Environmental Protection Agency (EPA); Texas Commission on Environmental Quality or its past associated agencies such as the Texas Natural Resource Conservation Commission (TNRCC), the Texas Water Commission, and the Texas Air Control Board; and the Texas Department of State Health Services and its predecessor agency the Texas Department of Health. Also include any citations from environmental regulatory agencies of other states of the United States.

 Yes X No

If the Contractor has indicated yes for question number one above, the Contractor must provide Procurer with its proposal response, the following information with respect to each such citation.

1. Date of Citation;
2. Location of establishment inspected;
3. Category of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.


Signature Kristy Fuentes

Vice President/Secretary/Treasurer
Title

CONTRACTOR MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The Contractor represents that it:

_____ is, is not a minority-owned business

Woman Business Enterprise (WBE) - The Contractor represents that it:

_____ is, is not a woman-owned business

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1. Name of vendor who has a business relationship with local governmental entity.

N/A

2. Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3. Name of local government officer about whom the information is being disclosed.

N/A
Name of Officer

4. Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5. Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6. Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7. Kristy Gentes
Signature of vendor doing business with the governmental entity.

7/5/2023
Date

Disaster Debris Contract

THIS CONTRACT is made and entered this the 4 day of October 2023, by and between **Polk County**, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY") and **KDF Enterprises, LLC**, a corporation duly authorized to do business in the State of Texas, (Hereinafter referred to as ("CONTRACTOR").

For and in consideration of mutual promises to each as hereinafter set forth, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES. CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in Polk County's Request for Proposals regarding Emergency Disaster Debris Removal, Reduction, Disposal, and other Debris-Related Services. This contract will cover Polk County, Texas and the cities of Corrigan, Goodrich, Onalaska, and Seven Oaks, and may be used to cover other jurisdictions within Polk County, Texas through a mutual aid agreement. CONTRACTOR must track disaster debris amounts removed, managed, and disposed of from each jurisdiction and keep those amounts separate in load tickets, unit rate tickets, logs, and reports provided to COUNTY. This Contract is on an "as needed" basis and no work shall be performed pursuant to this Contract without a written Notice to Proceed from the County to the Contractor. The Notice to Proceed shall be sent as detailed in the Written Notice to Proceed section of this contract. As soon as practicable following the Notice to Proceed, County will provide Contractor with a written Task Order that includes the specific services to be provided and a "Not to Exceed Notice" which details the maximum price for the job.

Exhibits "A" (Clauses required by C.F.R.) and "B" (Certification regarding Lobbying) and "Exhibit C" (KDF Enterprises, LLC's Negotiated Final Price Rates) and "Exhibit D" (KDF Enterprises, LLC's response to County's RFP) and "Exhibit E" (Polk County's Request for Proposals) attached hereto are hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance. The Services shall commence upon written notice to proceed from COUNTY. For each event in which this Contract is activated the COUNTY and the CONTRACTOR will develop a project completion date. The project completion date may be revised if mutually agreed upon by the COUNTY and CONTRACTOR.

1. **TERM OF CONTRACT.** The term of the Contract for Services shall be 2 years from the date of the award, with an option to extend the contract for an additional 12 months upon mutual consent. All prices must remain firm during the duration of the Contract and any extensions.
2. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall submit invoices to COUNTY weekly and shall receive from COUNTY the amounts set forth in "Exhibit C" as the applicable unit prices multiplied by those quantities agreed to by the COUNTY's appointed Debris Monitor.

COUNTY agrees to pay CONTRACTOR at the rates specified in "Exhibit C" (which is attached hereto and incorporated by reference as if fully recited herein), for Services performed to the satisfaction of the COUNTY, in accordance with this Contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the COUNTY by the end of each week during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by the COUNTY.

EXHIBIT "A"

For purposes of the provisions below, Polk County shall be referenced as "GOVERNMENT" and KDF Enterprises, LLC shall be referenced as "CONTRACTOR."

(A) LIQUIDATED DAMAGES (2 CFR §200.326 Appendix II to Part 200 (A))

(1) All work to be performed under this AGREEMENT shall be timely commenced. As a breach of this AGREEMENT would cause substantial delay in the completion of the required services affecting the safety and welfare of the public, the parties adopt the following liquidated damages clause.

(2) Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the GOVERNMENT as a consequence of such delay in performance. CONTRACTOR acknowledges and agrees that damages to GOVERNMENT from untimely performance are extremely difficult to determine, and accordingly, the CONTRACTOR agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

(a) Failure of the CONTRACTOR to meet the mobilization requirements under this AGREEMENT: \$100.00 per calendar day.

(3) The GOVERNMENT is authorized to deduct liquidated damage amounts from the monies due to CONTRACTOR for the work under this AGREEMENT, or as much thereof as the GOVERNMENT may, at its own option, deem just and reasonable.

(B) TERMINATION RIGHTS (2 CFR §200.326 Appendix II to Part 200 (B))

(1) Termination for Cause: GOVERNMENT may terminate this AGREEMENT for cause if the CONTRACTOR fails to take corrective action within thirty (30) days after written notice from the GOVERNMENT identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in the AGREEMENT, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the GOVERNMENT as set forth in the AGREEMENT, or multiple breaches of the provisions of the AGREEMENT notwithstanding whether any such breach was previously waived or cured.

(2) Termination for Convenience: GOVERNMENT may terminate this AGREEMENT for convenience upon no less than thirty (30) days written notice. In the event this AGREEMENT is terminated for convenience, CONTRACTOR be paid for any goods properly delivered and services properly performed to the date the AGREEMENT is deemed terminated; however, upon

being notified of GOVERNMENT's election to terminate, CONTRACTOR shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of this AGREEMENT. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from GOVERNMENT, the receipt and adequacy of which are hereby acknowledged for GOVERNMENT's right to terminate this AGREEMENT for convenience.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 and Ch. (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION (2 CFR §200.326 Appendix II to Part 200 (H))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (I))

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

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

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

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (J))

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and

assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. CONTRACT WITH THE ENEMY

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

O. SAFE WORK ENVIRONMENT

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

P. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS AND EXECUTIVE ORDERS

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

Q. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

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

R. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Contactor shall not enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

S. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as

aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

T. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

U. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, the CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

V. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

EXHIBIT C - KDF ENTERPRISES, LLC'S NEGOTIATED FINAL PRICE RATES

- a. the estimated debris quantity and sign the load ticket. A copy will be submitted to the Procurer electronically, or if Contractor utilizes paper-carbon copy load tickets, they will keep the original copy, two copies will be given back to the vehicle operator and the remaining two copies will be provided to the Contractor.
- b. Loads of processed (e.g., chipped) debris being hauled from a DMS to a Procurer approved Final Disposal Site will follow the same load ticket procedures. A Procurer authorized representative will initiate the load ticket at the DMS. Another Procurer authorized representative will validate and sign the ticket at the Procurer approved Final Disposal Site.
- c. The Contractor shall give written notice of the location for work scheduled 24 hours in advance.

27.0 Price Schedule 1 – Clearance Price Schedule

SCHEDULE 1 - CLEARANCE PRICE SCHEDULE			
EQUIPMENT TYPE WITH OPERATOR CATEGORY	ESTIMATED HOURS	UNIT COST RATE	TOTAL PRICE
50' Bucket Truck	70	\$170.00	\$11,900.00
Crash Truck w/Impact Attenuator	70	\$50.00	\$3,500.00
Dozer, Tracked, D3 or Equivalent	70	\$100.00	\$7,000.00
Dozer, Tracked, D4 or Equivalent	70	\$125.00	\$8,750.00
Dozer, Tracked, D5 or Equivalent	70	\$150.00	\$10,500.00
Dozer, Tracked, D8 or Equivalent	70	\$180.00	\$12,600.00
Dump Truck, 16 +/- CY	70	\$80.00	\$5,600.00
Dump Truck, 20 +/- CY	70	\$95.00	\$6,650.00
Dump Truck, 38 +/- CY	70	\$130.00	\$9,100.00
Generator, 5.5 kW, List kW Capacity	70	\$30.00	\$2,100.00
Generator, 200 kW, List kW Capacity	70	\$70.00	\$4,900.00
Generator, 2,500 kW, List kW Capacity	70	\$550.00	\$38,500.00
Light Plant with Fuel and Support	70	\$40.00	\$2,800.00
Graders w/12" Blade (Min. 30,000 LB)	70	\$100.00	\$7,000.00
Hydraulic Excavator, 1.5 CY	70	\$175.00	\$12,250.00
Hydraulic Excavator, 2.5 CY	70	\$185.00	\$12,950.00
Kunckleboom Loader	70	\$180.00	\$12,600.00
Lowboy Trailer w/ Tractor	70	\$100.00	\$7,000.00
Mobil Crane up to 15 Ton	70	\$215.00	\$15,050.00

Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$80.00	\$5,600.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$100.00	\$7,000.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$150.00	\$10,500.00
Vac Truck (Mist Capacity), List Capacity	70	\$120.00	\$8,400.00
Pickup Truck, 1 Ton	70	\$40.00	\$2,800.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$120.00	\$8,400.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$130.00	\$9,100.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$120.00	\$8,400.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$135.00	\$9,450.00
Tub Grinder, 800 to 1,000 HP	70	\$450.00	\$31,500.00
Hydraulic Excavator, 1.5 cy (w/ thumb)	70	\$165.00	\$11,550.00
Hydraulic Excavator, 2.5 cy (w/ thumb)	70	\$175.00	\$12,250.00
Truck, Flatbed	70	\$50.00	\$3,500.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	70	\$80.00	\$5,600.00
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	70	\$100.00	\$7,000.00
Wheel Loader, 3 CY, 152 HP	70	\$175.00	\$12,250.00
Wheel Loader, 4.0 CY, 200 HP	70	\$185.00	\$12,950.00
Wheel Loader, 1.5 CY, 95 HP	70	\$165.00	\$11,550.00

SCHEDULE 1 - CLEARANCE PRICE SCHEDULE (continued)

LABORER CATEGORY	ESTIMATED HOURS	UNIT COST RATE	TOTAL PRICE
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	70	\$75.00	\$5,250.00
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and miscellaneous supplies in support of crew	70	\$65.00	\$4,550.00
Tree Climber/ Chainsaw and Gear	70	\$90.00	\$6,300.00
Laborer w/ Chainsaw and Gear	70	\$45.00	\$3,150.00
Laborer w/ Small Tools, Traffic Control, or Flag Person	70	\$40.00	\$2,800.00
Bonded and Certified Security Personnel	70	\$75.00	\$5,250.00

CREW CATEGORY	ESTIMATED HOURS	UNIT COST RATE	TOTAL PRICE
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.	70	\$385.00	\$26,950.00
Note: all hours listed above are for evaluative purposes only and shall not be construed as a promise or guarantee for scope of services provided.			

CONTRACTOR MAY NOT MODIFY SCHEDULE 1. CONTRACTOR MAY, HOWEVER, PROVIDE FOR INFORMATIONAL PURPOSES A SEPARATE LIST TITLED "RATES FOR AVAILABLE LABOR AND EQUIPMENT NOT LISTED BY PROCURER IN SCHEDULE 1, ESTIMATED AT 70 HOURS".

POLK COUNTY RFP 2023 - DISASTER DEBRIS PROPOSAL

PRICE SCHEDULE 1 - CLEARANCE PRICE SCHEDULE

KDF Enterprises

Equipment Type With Operator Category	Estimated Hours	KDF Proposal Unit Cost Rate	Polk County Requested Unit Cost Rate	Negotiated Unit Cost Rate
50' Bucket Truck	70	\$250.00	\$120.00	\$170.00
Crash Truck w/Impact Attenuator	70	\$150.00	\$50.00	\$50.00
Dozer, Tracked, D3 or Equivalent	70	\$200.00	\$100.00	\$100.00
Dozer, Tracked, D4 or Equivalent	70	\$200.00	\$125.00	\$125.00
Dozer, Tracked, D5 or Equivalent	70	\$220.00	\$150.00	\$150.00
Dozer, Tracked, D8 or Equivalent	70	\$220.00	\$180.00	\$180.00
Dump Truck, 16 +/- CY	70	\$130.00	\$80.00	\$80.00
Dump Truck, 20 +/- CY	70	\$130.00	\$95.00	\$95.00
Dump Truck, 38 +/- CY	70	\$150.00	\$130.00	\$130.00
Generator, 5.5 kW, List kW Capacity	70	\$50.00	\$30.00	\$30.00
Generator, 200 kW, List kW Capacity	70	\$210.00	\$70.00	\$70.00
Generator, 2,500 kW, List kW Capacity	70	\$2,000.00	\$550.00	\$550.00
Light Plant with Fuel and Support	70	\$100.00	\$40.00	\$40.00
Graders w/12" Blade (Min. 30,000 LB)	70	\$260.00	\$100.00	\$100.00
Hydraulic Excavator, 1.5 CY	70	\$175.00		
Hydraulic Excavator, 2.5 CY	70	\$185.00		
Kunckleboom Loader	70	\$250.00	\$180.00	\$180.00
Lowboy Trailer w/ Tractor	70	\$125.00	\$100.00	\$100.00
Mobile Crane up to 15 Ton	70	\$215.00		
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$185.00	\$80.00	\$80.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$285.00	\$100.00	\$100.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$450.00	\$150.00	\$150.00
Vac Truck (Mist Capacity), List Capacity	70	\$195.00	\$120.00	\$120.00
Pickup Truck, 1 Ton	70	\$40.00		
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$120.00	\$100.00	\$120.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$130.00	\$120.00	\$130.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$155.00	\$120.00	\$120.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$165.00	\$135.00	\$135.00
Tub Grinder, 800 to 1,000 HP	70	\$550.00	\$300.00	\$450.00
Hydraulic Excavator, 1.5 cy (w/ thumb)	70	\$165.00		
Hydraulic Excavator, 2.5 cy (w/ thumb)	70	\$175.00		
Truck, Flatbed	70	\$100.00	\$50.00	\$50.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	70	\$120.00	\$80.00	\$80.00
Water Truck, 2,500 gal (Non Rotable, Dust Control and Pavement Maintenance)	70	\$150.00	\$100.00	\$100.00
Wheel Loader, 3 CY, 152 HP	70	\$175.00		
Wheel Loader, 4.0 CY, 200 HP	70	\$185.00		
Wheel Loader, 1.5 CY, 95 HP	70	\$165.00		
Laborer Category				
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	70	\$75.00		
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and miscellaneous supplies in support of crew	70	\$65.00		
Tree Climber/ Chainsaw and Gear	70	\$90.00		
Laborer w/ Chainsaw and Gear	70	\$45.00		
Laborer w/ Small Tools, Traffic Control, or Flag Person	70	\$40.00		
Bonded and Certified Security Personnel	70	\$75.00		
Crew Category				
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.	70	\$385.00		

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services. If a Contractor elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the Procurer.

1 Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a Procurer approved debris management site (DMS) or Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from public property and ROW and hauling to DMS or Procurer approved final disposal site.	300,000	\$7.25	\$2,175,000.00
2 C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to a DMS, then to a Procurer approved final disposal site or collection and transportation of eligible C&D on the ROW or public property and hauling to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Collection and transportation of eligible C&D debris on the ROW or public property and hauling to DMS, then to a Procurer approved final disposal site.	100,000	\$7.55	\$755,000.00
Collection and transportation of eligible C&D debris on the ROW or public property and hauling to a Procurer approved final disposal site.	100,000	\$7.85	\$785,000.00
3a Land-Based Operation to Remove Debris from Canals/ Waterways Work consists of the collection and transportation of eligible debris from Procurer maintained canals and waterways to a DMS and then to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from Procurer maintained canals/waterways and hauling to DMS, and then to a Procurer approved final disposal site.	100,000	\$25.00	\$2,500,000.00
3b Marine-Based Operation to Remove Debris from Canals /Waterways Work consists of the collection and transportation of eligible debris from Procurer maintained canals and waterways to a DMS and then to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total

Removing debris from Procurer maintained canals/waterways and hauling to DMS and then to a Procurer approved final disposal site.	100,000	\$45.00	\$4,500,000.00
4 Structure Demolition, Removal, Transport and Disposal			
Work consists of decommissioning, demolishing and disposing of Non-Regulated Asbestos Containing Material (Non-RACM) structures and Regulated Asbestos Containing Material (RACM) structures on public or private property within the jurisdictional limits of the Procurer.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Non-RACM Structures	100,000	\$15.00	\$1,500,000.00
RACM Structures	100,000	\$25.00	\$2,500,000.00
5 DMS Operation and Reduction Through Grinding			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	200,000	\$4.95	\$990,000.00
6 DMS Operation and Reduction Through Burning using Air Curtain Incinerators			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris using air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.			
	200,000	\$3.95	\$790,000.00
7 DMS Operation and Reduction Through Controlled Open Burning			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through controlled open burning. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.			
	200,000	\$3.25	\$650,000.00

<p>8 Compaction of C&D Debris</p> <p>Compaction of eligible disaster-related C&D debris at Procurer approved DMS</p>	<p>Estimated Quantity (CY)</p>	<p>\$ Per Cubic Yard</p>	<p>Total</p>
	<p>1</p>	<p>\$0.85</p>	<p>\$0.85</p>
<p>9 Haul-out of Reduced Debris to a Procurer Approved Final Disposal Site</p> <p>Work consists of loading and transporting reduced eligible disaster-related debris at a Procurer approved DMS to a Procurer designated final disposal site.</p>	<p>Estimated Quantity (CY)</p>	<p>\$ Per Cubic Yard</p>	<p>Total</p>
	<p>56,250</p>	<p>\$5.50</p>	<p>\$309,375.00</p>
<p>10 Removal of Hazardous Trees and Limbs</p> <p>Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the Procurer's ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.</p>	<p>Estimated Quantity</p>	<p>\$ Per Tree</p>	<p>Total</p>
<p>6 inch to 12.99 inch diameter</p>	<p>160</p>	<p>\$200.00</p>	<p>\$32,000.00</p>
<p>13 inch to 24.99 inch diameter</p>	<p>75</p>	<p>\$200.00</p>	<p>\$15,000.00</p>
<p>25 inch to 36.99 inch diameter</p>	<p>10</p>	<p>\$200.00</p>	<p>\$2,000.00</p>
<p>37 inch to 48.99 inch diameter</p>	<p>5</p>	<p>\$200.00</p>	<p>\$1,000.00</p>
<p>49 inch and larger diameter</p>	<p>1</p>	<p>\$200.00</p>	<p>\$200.00</p>
<p>Hanger Removal (per Tree)</p>	<p>1,900</p>	<p>\$70.00</p>	<p>\$133,000.00</p>
<p>11 Removal of Hazardous Stumps</p> <p>Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a Procurer approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.</p>	<p>Estimated Quantity</p>	<p>\$ Per Stump</p>	<p>Total</p>
<p>24.1 inch to 36.99 inch diameter</p>	<p>20</p>	<p>\$150.00</p>	<p>\$3,000.00</p>
<p>37 inch to 48.99 inch diameter</p>	<p>10</p>	<p>\$200.00</p>	<p>\$2,000.00</p>

49 inch and larger diameter	1	\$250.00	\$250.00
12 ROW White Goods Debris Removal Work consists of the removal of eligible White Goods from the ROW to a Procurer approved DMS site or Procurer approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the Procurer approved DMS to a Procurer approved facility for recycling.	Estimated Quantity	\$ Per Unit	Total
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	10	\$35.00	\$350.00
Washers, dryers, stoves, ovens, and hot water heaters	25	\$40.00	\$1,000.00
UNIT RATE PRICE CONTINUED			
PRICE SCHEDULE 2, PART 2			
13 Household Hazardous Waste Removal, Transport, and Disposal Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a Procurer approved permitted hazardous waste facility or MSW type I landfill.	Estimated Quantity	\$ Per Pound	Total
	100,000 lbs	\$6.50	\$650,000.00
14 E-Waste Removal Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the Procurer.	Estimated Quantity	\$ Per Unit	Total
	100,000	\$7.50	\$750,000.00
15 Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total
	250,000 lbs	\$.50	\$125,000.00

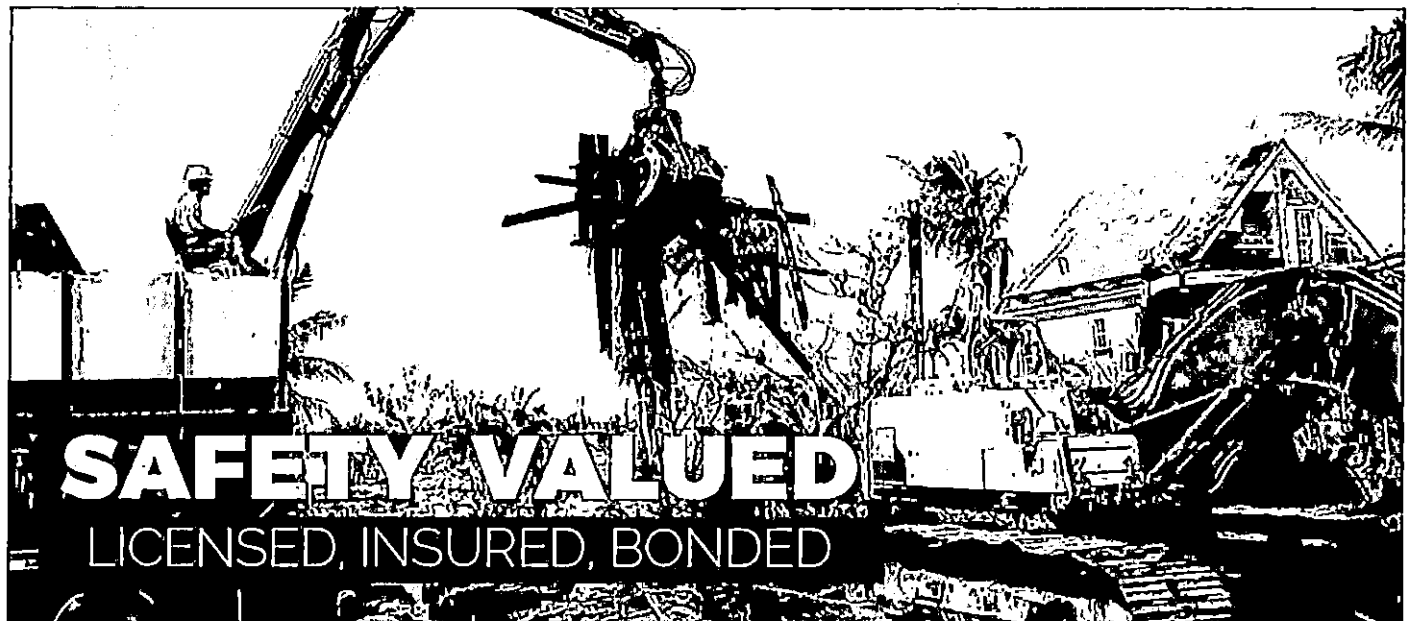


ORIGINAL
KDF
ENTERPRISES

SUBMITTED TO: POLK COUNTY AUDITOR'S OFFICE
ATTN: STEPHANIE DALE
602 E. CHURCH STREET, SUITE 108
LIVINGSTON, TEXAS 77351

DUE DATE: MONDAY, JULY 10, 2023 @ 2:00 P.M.

RFP 2023
DISASTER DEBRIS PROPOSAL



370 Mountain View Road | Springville, AL 35146 | P: 251.298.8487 | F: 404.506.9849

Point of Contact: Marc Watkins, VP of Operations | 251.753.1864 | mwatkins@kdf-global.com

COMPANY NAME: (Please Print): KDF Enterprises, LLC

Mailing Address: 370 Mountain View Rd
Springville, AL 35146

Phone: 251-298-8487 Fax: 404-506-9849 E-Mail Address: mwatkins@kdf-global.com

BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU

1. Carefully read and understand the entire RFP.
2. Provide a Proposal as required under this RFP.
3. Include completed Cost Proposal Price Schedules 1 & 2. Refer to pages 45 through 51.
4. Provide copies of any and all required contractor's professional licenses for its firm and for key personnel
5. Fill out the References form on page 55.
6. Fill out the Certification of Eligibility on page 56.
7. Fill out Exceptions, Deficiencies and Deviations Form, if applicable, on page 57.
8. Fill out the Safety Record Questionnaire on pages 58 through 61.
9. Fill out the Safety Record and Environmental Compliance form on page 62.
10. Fill out the Contractor MBE/WBE Identification form on page 63.
11. Fill out the Conflict of Interest Questionnaire on pages 64 through 65.
12. Include all necessary Financial Statements as may be requested within the RFP. The Procurer reserves the right to request additional proof of financial stability including audited financial statements after proposals are received.
13. Include proof of insurance.
14. Provide any additional documentation requested within the RFP.
15. Submit one (1) original, nine (9) copies, and one (1) electronic copy on a USB thumb drive as requested in the RFP. Clearly mark the sealed package or container with RFP 2023- Disaster Debris Proposal written/labeled on the outside of the package.

**Make sure your Proposal is submitted PRIOR to the deadline.
Late Proposals will not be accepted.**

Failure to provide the requested attachments may result in your proposal being deemed non-responsive.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. Failure to sign and return this form will result in the rejection of the entire Proposal.

SIGNATURE: *Man Watson*
Authorized Representative

THIS SHOULD BE THE FIRST PAGE OF YOUR PROPOSAL

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
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TAB 1

TRANSMITTAL LETTER



TRANSMITTAL LETTER

July 10, 2023

Stephanie Dale, Assistant Auditor
 Polk County Auditor's Office
 602 E. Church Street, Suite 108
 Livingston, Texas 77351

Re: RFP 2023-Disaster Debris Proposal

We are pleased to submit the enclosed proposal for emergency disaster debris removal, reduction, disposal, and other debris-related services to Polk County, TX.

KDF Enterprises, LLC is an experienced full-service disaster recovery and management company capable of providing personnel, equipment, and resources to meet the needs of this project. Based in Alabama, our services include debris removal and segregation, demolition and hazardous material management, debris reduction and site management, and the collection/generation of FEMA-required project documentation, among other services.

CORE CAPABILITIES

- Emergency Debris Removal
- Debris Reduction
- Demolition of Structures
- Hazardous Tree Removal
- Marine Debris Removal & Recovery
- Vehicle & Vessel Removal
- Sand & Silt Removal
- Heavy/Light Equipment
- Civil Construction & Site Clearing
- Canal Bank Stabilization
- Decontamination
- Hazardous Waste Response & Removal
- Hazardous Waste Segregation
- Traffic Control & Signage
- Tree Trimming & Removal
- Emergency Supplies & Support
- Drainage Improvement
- USDA Approved Contractor
- Landfill Management
- Environmental Control

This proposal provides the information and documentation required for you to be confident that KDF Enterprises, LLC, is not only qualified and able to provide the services outlined in the RFP, but we are the best company to do so. We demonstrate this through our past performance, highly qualified personnel, and proven technical understanding of disaster recovery.



Polk County, Texas
 Disaster Debris Proposal
 RFP 2023

In everything KDF does, we prioritize the customer and the communities we work in. Our goal is to be a chosen partner in disaster recovery and, while we hope that our clients never need our help, we strive to be the first call should a problem arise.

This proposal is in all respects fair and in good faith without collusion or fraud. We confirm that we have fully reviewed and understand the contents and agree to be bound by the requirements of this RFP. KDF Enterprises, LLC, agrees to comply with all Federal, State and Local requirements. We are qualified and able to do business in the State of Texas and are not restricted in any way by financing, legal or contractual agreements or proceedings.

KDF confirms that it is a validly organized business and is authorized to enter into an agreement with Polk County. I, Marc Watkins, Vice President of Operations, have the signing authority to bind the principal proponent.

Please contact me at your convenience if you have any additional questions regarding our proposal or qualifications.

Sincerely,



Marc Watkins
Vice President of Operations
KDF Enterprises, LLC
3512 Godwin Court
Mobile, AL 36693
251-298-8487
mwatkins@kdf-global.com



Polk County, Texas
Disaster Debris Proposal
RFP 2023

OTHER REQUIRED INFORMATION

CONTACT PERSON

Marc Watkins
 Vice President of Operations
 mwwatkins@kdf-global.com
 (O) 251-298-8487
 (M) 251-753-1864

BUSINESS STRUCTURE

KDF is a limited liability company incorporated in the State of Georgia July 1, 2014.

FINANCIAL STABILITY

KDF has sufficient personnel and financial resources. KDF personnel have managed projects exceeding \$1 billion through contracts awarded by various government departments. We can perform the scope of work required for this project.

TAX ID NUMBER

47-1244278

PRINCIPAL OFFICERS

Wade Kilpatrick
 Chief Executive Officer
 370 Mountain View Road
 Springville, AL 35146

Troy King
 Chief Operating Officer
 38 Monroe Street
 Montgomery, AL 36104

Marc Watkins
 Vice President of Operations
 3512 Godwin Court, Suite A
 Mobile, AL 36693



**CONSENT IN LIEU OF
ORGANIZATIONAL MEETING
OF THE MEMBERS OF KDF ENTERPRISES, LLC**

The undersigned, being all the members(s) of KDF Enterprises, LLC, a Georgia Limited Liability Company hereby consent to, and by this action approve and adopt the following resolutions:

FORMATION

WHEREAS, the original Articles of Incorporation of the Company were filed in the office of the Secretary of State of Georgia on July 1, 2014; therefore, it is

RESOLVED, that a certified copy of said Limited Liability Company Operating Agreement be inserted in the minute book of the Company; and

RESOLVED, that the below acts of the members of the Company are hereby approved, ratified, and adopted as valid and binding acts of the Company.

OFFICERS

RESOLVED, that the following persons be, and they hereby are, elected, effective immediately, as officers of the Company to serve until the next annual meeting of directors and until the election and qualification of their successors:

<u>Name</u>	<u>Title</u>
Wayne Kilpatrick	President
Baillie Kilpatrick	Secretary

The above stated officers of the Company retain all rights and responsibilities as detailed in the Limited Liability Company Operating Agreement dated July 1, 2014, and revised January 1, 2016 and further revised January 1, 2017.

RESOLVED, the following persons are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<u>Agent Name</u>	<u>Title</u>
Wayne Kilpatrick	President
Marc Watkins	Vice President of Operations

Those listed above are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filing and give such notices, and take any and all such other actions and to do or cause to be done, such acts as may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations.

RESOLVED, the members hereby agree to transition from a member managed LLC to a manager managed LLC and hereby appoint Marc Watkins to act as Manager until such time as the Members choose to appoint a replacement. This appointment is effective immediately.


RESOLVED, that any and all actions heretofore taken by the members and/or officers of the Company resolutions are hereby ratified and confirmed as the acts and deeds of the Company; and

FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized, directed and empowered to do all such other acts and things and to execute and deliver all such certificates or other documents and to take such other action as they deem necessary or desirable to carry out the purposes and intent, but within the limitations, of the above resolutions.

DATED this 8th day of November 2021.

Members:

Wayne Kilpatrick, President


November 8, 2021

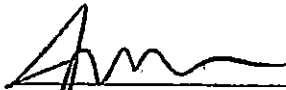
State of Mississippi

County of Jackson


SWORN TO AND SUBSCRIBED before me this 8th day of November, 2021.

(Seal)

JAIME N WATSON Notary Public, State of Mississippi ID NO. 209363, County of Jackson My Commission Expires July 5, 2024


Notary Public

Baillie Kilpatrick, Secretary


November 8, 2021

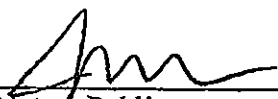
State of Mississippi

County of Jackson

SWORN TO AND SUBSCRIBED before me this 8th day of November, 2021.

(Seal)

JAIME N WATSON Notary Public, State of Mississippi ID NO. 209363, County of Jackson My Commission Expires July 5, 2024


Notary Public

TAB 2

**ABILITY,
UNDERSTANDING, AND
APPROACH**



ABILITY, UNDERSTANDING, AND APPROACH

KDF Enterprises, LLC is a leading nationwide provider of personnel, equipment, and services for disaster recovery as well as general contracting and staffing solutions. Our management team has responded to everything from hurricanes, flooding, and agricultural disasters to debris management, site clearing, and rights-of-way maintenance.

KDF is committed to serving local communities with time critical recovery services and takes pride in the reputation we have built for rapid deployment, excellent quality work, and experienced project management, ensuring that we complete our commitments on time and on budget.

Whatever the scale of the event, our resources are substantial. Equipment and personnel can be deployed within hours. In addition to our own assets and resources, KDF maintains relationships with nationwide specialty subcontractors experienced in recovery missions.

HIGHLIGHTS

- ✓ KDF personnel have managed projects exceeding \$1 billion through contracts awarded by various government departments.
- ✓ We are committed to ensuring continuity on each project by using the same project team throughout, driving tighter collaboration, and, ultimately, success.
- ✓ It is our policy to use qualified local contractors, including women and minority business enterprise owners.
- ✓ KDF has never defaulted on a contract or failed to complete any work awarded to us.
- ✓ No client of KDF has ever been denied reimbursement for work KDF has carried out.
- ✓ We are proud of our reputation for rapid and effective response, as evidenced by our delivery of over 500 personnel and equipment in 48 hours to rural Iowa during the July 4th holiday weekend (Iowa Avian Flu Outbreak, 2015).
- ✓ Technical advice and training are available to all clients throughout the contract at no cost to the client, including FEMA compliant documentation.



- ✓ Our goal is to be a chosen partner in disaster recovery and, while we hope that our clients never need our help again, we strive to be the first call should a problem arise.
- ✓ We are proud of our outstanding safety record, with an EMR rating of 0.66 in 2021, which makes KDF one of the safest companies in the industry.

RECENT PAST PERFORMANCE

The KDF team has provided planning, management, equipment, and personnel for the natural disaster recovery industry for more than 50 years combined. From smaller disasters such as floods and ice storms to major catastrophes, hurricanes, tornados, and earthquakes, we are experienced in all phases of recovery. KDF Enterprises, LLC and its leadership team have performed the following major debris removal projects and have extensive experience in ensuring compliance with FEMA guidelines and municipalities. **KDF has never been terminated from a contract and has never failed to complete any work awarded to us.**

2021 - BIBB COUNTY TORNADO

After a tornado caused widespread damage across Alabama in March of this year, KDF's contract with the ACCA was activated again to provide debris removal, DMS management, and reduction services in Bibb County. KDF removed 118,189 cubic yards of vegetative debris.



Contract Amount: \$1,347,354

2020 - HURRICANES LAURA AND ZETA

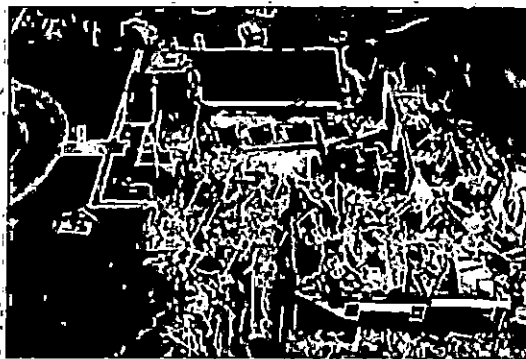
Last year brought one of the most active hurricane seasons on record, especially in the State of Louisiana and the Northern Gulf of Mexico. Beginning in October, KDF provided debris removal, DMS management, and reduction services to Jefferson Davis Parish, including the removal and reduction of 108,345 cubic yards of vegetative debris, 32,529 cubic yards of C&D debris, 11,525 hangers, and 117 leaners.

Contract Amount: \$2,448,345



2019 - LEE COUNTY TORNADO

KDF was competitively awarded a contract for emergency debris removal and disposal services for Alabama Region 4 through the Alabama County Commissioners Association (ACCA). The contract was activated after devastating tornados hit the area on March 3, 2019, causing widespread damage and debris. Lee County, Alabama authorized a Task Order on March 11, 2019, and KDF was on site working within hours.



KDF provided management, collection, removal, and disposal of tornado debris for the County, including more than 160,000 cubic yards of vegetative debris, almost 7,000 tons (14 million pounds) of C&D debris, 623 leaners, and 1,114 hangers.

Contract Amount: \$1,778,000

2018 - HURRICANE FLORENCE

KDF provided management, collection, removal, and disposal services for Hurricane Florence related debris to the County of Lumberton, North Carolina in September 2018, including debris removal canal operations which totaled over 50,000 linear feet. Over 46,000 CY vegetative and 2,500 T C&D debris was collected/disposed.



Contract Amount: \$2,100,100

2018 TO 2021 - RIVER DEBRIS REMOVAL

KDF provided river debris removal in Sampson and Robeson Counties, North Carolina, to cleanup damage caused by Hurricanes Matthew and Florence. These projects were in a working agreement between the Friends of Sampson County Waterway and the Cohaire Tribe.



These waterway debris removal projects covered an estimated 60 miles of river debris. KDF also provided management, collection, removal, and disposal services for Hurricane Florence related debris to the City of Lumberton, North Carolina in September 2018.



Canal operations totaled over 50,000 linear feet. Canal operations used a range of vessels, as canals varied from 4 ft to 40 ft in width.

Contract Amount: \$608,017

2018 - CALHOUN COUNTY TORNADO

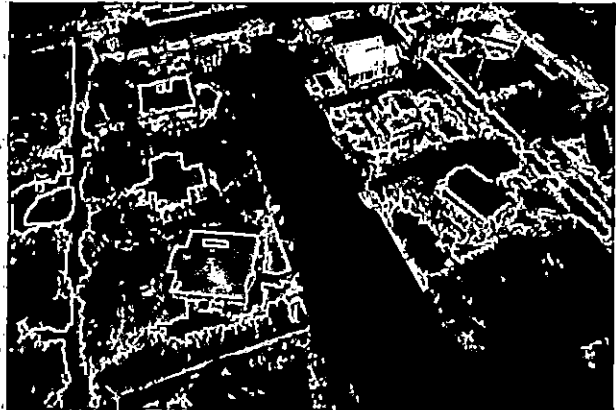
On March 19, 2018, devastating tornadoes struck central east Alabama causing widespread damage in the area. KDF was activated to provide management, collection, removal, and disposal of tornado debris throughout Calhoun County, the City of Jacksonville and the JSU campus.

As part of the project, KDF performed debris recovery from ~4,000 ft of the Chief Ladiga Trail, a major lightly paved rail-to-trail recreation resource in the area, cleaning just under two linear miles. The project included the management of more than 400,000 cubic yards of debris.

Contract Amount: \$2,123,286

2017 to 2018 - HURRICANE IRMA

It was also the most intense hurricane to strike the continental United States since Katrina in 2005, the first major hurricane to make landfall in Florida since Wilma in the same year, and the first Category 4 hurricane to strike the state since Charley in 2004. Total losses from the hurricane are estimated at More than \$50 billion in the US alone. KDF teams assisted in the recovery efforts across multiple counties and cities in Florida. Volume of debris collected: 1,685,064 CY debris, >47,659 leaners/hangers.



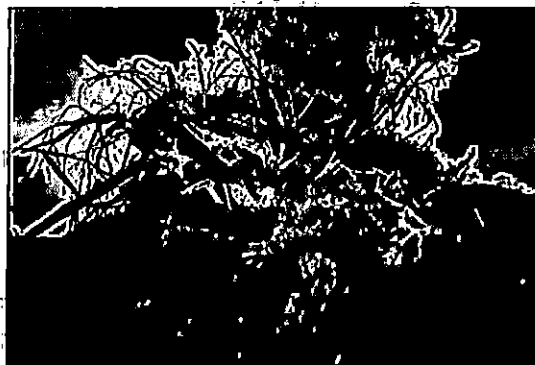
During this response effort, KDF also performed waterway debris removal from canals in Monroe County (Florida Keys). KDF management personnel supervised and performed storm debris removal on both sides of more than 20 miles of canals. Over 171,455 linear feet of debris was removed between 2017 and 2018.

Contract Amount: \$15,924,334



2017 - HURRICANE MARIA

Hurricane Maria is regarded as the worst natural disaster on record in Dominica and Puerto Rico. The category 5 hurricane was the deadliest storm of the hyperactive 2017 Atlantic hurricane season. Puerto Rico suffered catastrophic damage, including the destruction of its previously damaged electrical grid. Total losses from the hurricane are estimated to be upwards of \$91.61 billion (2017 USD), mostly in Puerto Rico, ranking it as the third costliest tropical cyclone on record.



Recovery got off to a slow start in Puerto Rico, and starting in December 2017, KDF teams assisted in the recovery efforts across the North and East sectors of the Island. Volume: 1,089,574 CY debris; 2,100 homes remediated.

Contract Amount: \$7,304,277

2017 - HURRICANE HARVEY



With peak accumulations of 60.58 in (1,539 mm), Harvey was the wettest tropical cyclone on record in the United States. The resulting floods inundated hundreds of thousands of homes, displaced more than 30,000 people, and prompted more than 17,000 rescues.

KDF was onsite as the hurricane hit and KDF teams assisted in the recovery efforts across multiple counties and cities in Texas. Disaster debris removal and disposal of 600,000+ cubic yards of debris resulting from Hurricane Harvey in the City of Houston and 700,000+ cubic yards in Harris County.

Contract Amount: \$22,997,290



OTHER DISASTER RESPONSE PROJECTS

2016 - HURRICANE MATTHEW

Hurricane Matthew, a powerful category 5 Atlantic hurricane, brought widespread destruction, devastation, and loss of life in the fall of 2016. Matthew was the first category 5 Atlantic hurricane since Felix in 2007 and the second major hurricane to strike the region in the 2016 hurricane season. It caused over \$15 billion worth of damage. This storm swept up the Atlantic seaboard of the United States, leaving extensive property damage and debris in its wake along the coastal areas.

2016 - HURRICANE HERMINE

Until Hurricane Hermine, Florida had enjoyed a period of about ten years without a hurricane making landfall. In the fall of 2016, Hermine developed as the ninth tropical depression of the season and became the hurricane that struck the Florida panhandle, causing substantial damage, debris, and flooding across the region. KDF was on site immediately, working closely with Florida DOT representatives to ensure a quick response. In the recovery, KDF managed the collection, hauling, and proper disposal of over 20,000 cubic yards of debris in Leon County and Tallahassee, Florida.

2016 - LOUISIANA SEVERE FLOODING

During the fall of 2016, Louisiana suffered persistent heavy rainfall resulting in catastrophic flooding in the state. Numerous rivers and other bodies of water reached record heights, and rainfall surpassed twenty inches in various parishes. KDF managed over twenty-five haul trucks in the Baton Rouge and Lafayette areas. This project included the implementation and installation of a GPS tracking system for all the trucks. The GPS system tracked the trucks in real time and stored travel logs of the trucks for the entire project, reviewable by both the monitoring firm and Louisiana DOT. As a result, KDF orchestrated the hauling of over 150,000 cubic yards of debris and provided Louisiana with a substantial step towards returning the area to normal.

2015 TO 2016 - TEXAS FLOOD EVENT

After days of heavy rain, Texas was slammed with slow-moving torrential rainfall that created multiple punishing floods throughout the region. Over 1,000 homes were damaged or destroyed from the resulting disaster. Tens of millions of dollars of repair work was needed to repair and restore public infrastructure and address the resulting debris strewn throughout the area.



KDF was involved with hauling and clearing for Hays County, Caldwell County, Martindale, and San Marcos, helping to restore and repair the streets with ROW work as well as clearing debris from the parks and rivers. Search and recover. For our outstanding work, KDF received multiple commendations, including the City of San Marcos and Hays County Emergency Medical Services.

2015 - TENNESSEE ICE STORM

In February of 2015, Tennessee was hit by an ice storm that was described as the worst ice storm to hit Middle Tennessee in two decades.



Power outages spread throughout the area as electric lines suffered from freezing rain and falling limbs. Trees were knocked down due to the staggering amount of ice accumulation. To make matters worse, the temperature was historically low—the lowest average February temperature for the area in over thirty years. Despite these hardships, KDF still managed the hauling of over 160,000 cubic yards of debris from the area.

2015 - AVIAN FLU OUTBREAK DECONTAMINATION

The KDF team has extensive experience in performing hazardous debris clean-up projects. From oil spills to agricultural disasters, KDF's industry hallmark is its mobilization capabilities. Two key elements provided by KDF Enterprises, LLC were the preparation and disinfecting of HPAI contaminated facilities. Although activated over the July 4th holiday weekend, KDF Enterprises LLC was able to mobilize over 200 staff members and all necessary equipment to Iowa within 24-48 hours to start this project. After seeing our commitment to completing the projects awarded to us, the USDA continued to amend our scope. KDF completed over \$50,000,000 of work within 3 months. Our goal was to have farmers back on their farms and back to normal as soon as possible. Our work was not only well received by the USDA but the farmers themselves, recommending us highly to other farmers in the area and the USDA.

2011 TO 2013 - BASTROP WILDFIRE

The 2011 drought in central Texas paved way for one of the most devastating fires to ever hit the United States, burning over 40,000 acres with 1700 structures damaged. KDF's team were instrumental in assisting Bastrop County through these hard times. Wade Kilpatrick met daily with Bastrop County, FEMA's environmental team and the endangered species consultants contracted with FEMA, to be sure no impact was made on the Houston toad species.



2008 - HURRICANES GUSTAV AND IKE

In the 2008 Hurricane season, KDF's Management team worked on multiple projects including the City of Galveston, Galveston County which included the devastated area of Bolivar Peninsula. With such a large area of devastation, resources were pulled from all over the country to assist in the cleanup efforts. KDF's team at the time got to assist several communities with contract management and ensuring all debris was collected from their jurisdiction and help their community recover from devastation. Bolivar not only lost homes to Hurricane Ike, but due to erosion, both roads and land were lost.



2005 - HURRICANES KATRINA, RITA, AND WILMA

During the 2005 hurricane season KDF Enterprises, LLC Management team got to experience some of the most unusual FEMA reimbursed projects to date, including over 600 vessels and 20,000 traps from the ocean surrounding the Florida Keys. This area is ecologically sensitive and required a very close working relationship between KDF's Wade Kilpatrick and the U.S. Fish and Wildlife. Other projects, outside of debris generated on public rights-of-way, included beach remediation and erosion control. Marine debris collection and vessel recovery were also performed on navigable waterways. KDF's Wade Kilpatrick also managed a team of surveyors on behalf of the City of New Orleans to find properties affected by Hurricane Katrina, this led to the demolition of over 1,000 residential structures.

2004 - HURRICANES FRANCES, CHARLEY, IVAN, AND JEANNE

During the 2004 Hurricane season, KDF team members worked on several projects, including responding to four declared disasters, Hurricanes Frances, Charley, Ivan, and Jeanne. Due to the magnitude of debris generated from the 2004 Hurricane Season, KDF's management staff had to deal with multiple projects at any given time, of which none resulted in any loss of attention to detail. All projects were reimbursed with no loss in funds to the clients.

EXPERIENCE WITH FEMA REIMBURSEMENT

KDF has many years of experience in successful FEMA reimbursement work and no client has ever been denied reimbursement for work KDF has performed. Our FEMA liaison officers are fully versed in this process, including FEMA documentation, eligibility and compliance and are available to provide as much support and assistance as required before, during and after the recovery process to ensure full reimbursement for our clients. All our management team and our FEMA liaison officers have taken formal FEMA certified training and are also able to provide in-house training to whatever level is required by the County.



SUBCONTRACTOR PARTICIPATION

In accordance with KDF Enterprises, LLC policies, it is our practice to use Local and other Small Businesses including, amongst others, minority-owned, women-owned, and veteran owned businesses. We have a long list of contractors which we can access; however, for this project we will draw from a short, targeted list of trusted subcontractors which includes woman/vet/minority and HUB owned businesses from the surrounding States.

When establishing a response team, we will focus on finding and using local companies. Using local subcontractors and suppliers facilitates a quicker response, as resources are already in place when needed, and drives money back into the area's economy. All subcontractors need to be of a high standard and qualified to do the work and will be approved by the County prior to starting work.

KDF conforms with all regulations regarding MBE/WBE/DBE/HUB businesses and will endeavor to work with qualified DBE/HUB businesses wherever possible. If the needs of the project require additional subcontractors, we will use local registers and databases of MBE/WBE/DBE/HUB businesses to find additional subcontractors. In addition, we confirm that we will take the following affirmative actions to support MBE participation in this project:

- Placing qualified small and minority businesses and women's business enterprises on solicitation list
- Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources
- Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises
- Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce



FINANCIAL RESOURCES

As evidenced by our past performance and key personnel experience, KDF has sufficient personnel and financial resources. KDF personnel have managed projects exceeding \$1 billion through contracts awarded by various government departments. We can perform the scope of work required for this project. Some highlights of KDF's financial capacity include the following:

- In 2015, KDF self-performed over \$7,700,000 in debris management in response to two consecutive flood events in the San Marcos, TX area.
- KDF executed an emergency services response contract for \$69,000,000 for the USDA in response to Iowa's Avian Flu Outbreak in 2015. We completed all field work in 12 weeks, months ahead of schedule, including providing 800 hazmat trained/certified personnel during a single holiday weekend.
- In 2017 and 2018, KDF managed over 20 concurrent debris locations in five states in response to Hurricanes Harvey (Houston & Harris County TX), Irma (Miami, St. Augustine, Monroe County, Fernandina Beach, Brunswick), Maria (P.R. DOT NE Zone) and the Alabama Tornadoes (Calhoun County and Jacksonville AL). Many of these were concurrent, overlapping assignments spread across five states totaling over 6,000,000 CY.
- KDF has excellent bonding capacity for a small business, at least \$20M single/\$50M aggregate, demonstrating through third party verification our operational and fiscal stability and capacity.
- We can provide home office support at the \$70,000,000 level and up.
- KDF has never defaulted on a contract or failed to complete any work awarded to us, has not filed for bankruptcy, has never had a client be denied reimbursement for work KDF has performed, and has fulfilled all contractual financial obligations.

CURRENT STANDBY CONTRACTS

NAME	TITLE
PowerSouth Energy Cooperative	Disaster Debris Clearance and Removal Services Base Camp and Logistics Services
Town of Oyster Creek, TX	Debris Removal Services
Town of Belville, NC	Phase II Debris Removal Contract
Town of Wrightsville Beach, NC	Disaster Debris Response and Recovery
Downtown Development District (DDD) of New Orleans	Emergency Debris Removal



City of South Miami, FL	Emergency Debris Removal and Disposal Services
Macon-Bibb County, GA	Disaster Debris Removal
Broward County Public Schools	Emergency Debris Clean Up and Removal Services
Seminole Tribe of Florida	Tribal Wide Disaster Debris Removal
South Florida Water Management District	Debris Clearance Services – Pre-qualified List
Escambia County, FL	Debris Hauling
City of Friendswood, TX	Debris Removal Services
City of Troy, AL	Disaster Debris Clearance and Removal Services
City of Pembroke Pines, FL	Disaster Debris Management
City of Lauderhill, FL	Disaster Debris Removal and Disposal
Louisiana DOTD District 03	Contingency Contract for Disaster Debris Removal
Town of West Hartford, CT	Disaster Debris Removal Services - Catastrophic Even
Henrico County, VA	Emergency Debris Removal Services by Privately Owned Vehicles and Equipment
City of Dana Beach, FL	Disaster Debris Removal and Disposal Services
Gordon County, GA	Debris Removal and Disposal Services
Jefferson Davis Parish, LA	Disaster Debris Removal and Disposal Services
North Carolina Department of Public Safety	Debris Hauling
Northwest Florida Water Management District	Pre-Qualified Vendor List for Recovery Efforts And Debris Reduction And Clearance Services
Sonoma County, CA	Disaster Debris Removal and Disposal
Florida Department of Environmental Protection	Waterway Debris Cleanup
Hendry County / City of Clewiston, FL	Disaster Debris Removal and Disposal Services
Village of Pinecrest, FL	Emergency Debris Removal
City of Clermont, FL	Emergency Vegetative Debris Removal Services
City of Cape Coral, FL	Emergency Disaster Assistance and Debris Removal
Miami Dade County, FL	Emergency Debris Removal

CONTRACT MANAGEMENT

In the likely event that several regions and/or counties are affected simultaneously, KDF has multiple teams available for deployment to any region or county if activated by an NTP. As evidenced by our past performance and key personnel experience, KDF has sufficient personnel and resources to efficiently perform this contract, including in-depth leadership backup during operations.



KDF's officers are either on-site or in constant contact with all field supervisors and foremen through internet, mobile cell phones, satellite phones and mobile radios. We can mobilize large or small workforces in a short period of time and can spread management to multiple locations concurrently. We know how to staff up home office support at the \$70,000,000 level and up. KDF has the proven capability to manage many personnel both on and off-site at multiple concurrent locations.

We have operated at the >1,000,000-total-yards scale in multiple locations at the same time. In 2017-2018, KDF performed over 6,000,000 cubic yards of debris removal on a single task order in response to several severe weather events: Hurricane Maria (P.R. DOT NE Zones), Hurricane Irma (Brunswick, GA, Ft. Lauderdale, Miami, N. Miami Beach, N. Miami, Fernandina Beach, Monroe County, Orlando, St. Augustine and Surfside, FL), Hurricane Harvey (Houston, Harris County, Aransas Pass and Bellaire, TX), and the Alabama Tornadoes (Calhoun County and City of Jacksonville, AL). Many of these were concurrent, overlapping assignments spread across 4 states and Puerto Rico totaling over 6,000,000 cubic yards.

All of this enables us to manage our capacity effectively and ensures that our current workload does not affect our ability to provide the services within this RFP within the agreed timeframe.

EQUIPMENT

In addition to our own equipment listed we have strong relationships with hundreds of subcontractors through whom we have access to additional equipment and expertise. We can mobilize a substantial fleet of debris recovery vehicles to meet the needs of this project. All equipment listed here as well as any others needed to complete this project will be available to Polk County, whether equipment is KDF owned, leased, or equivalent subcontractor owned.

YEAR	MAKE	MODEL	BODY TYPE
2000	CHEVROLET	S-10 1500	PICKUP TRUCK
2000	CHEVROLET	SILVERADO 1500 4X2	PICKUP TRUCK
2004	CHEVROLET	SILVERADO 1500 4X4	PICKUP TRUCK
2006	CHEVROLET	SILVERADO 1500 4X2	PICKUP TRUCK
2011	CHEVROLET	SILVERADO 3500 LT C	SUV



2016	CHEVROLET	SILVERADO 1500 LTL	PICKUP TRUCK
2001	FORD	RANGER	PICKUP TRUCK
2007	FORD	F350 XL CREW CAB	PICKUP TRUCK
2007	FORD	F750 SD 4X2	11' FORESTRY BODY, CAB/CHASSIS
2007	FORD	F750 SD 4X2	11' FORESTRY BODY, CAB/CHASSIS
2008	FORD	F150	PICKUP TRUCK
2008	FORD	F150	PICKUP TRUCK
2009	FORD	F750 SD 4X2	11' FORESTRY BODY, CAB/CHASSIS
2010	FORD	F750 SD 4X2	11' FORESTRY BODY, CAB/CHASSIS
2010	FORD	F750 SD 4X2	11' FORESTRY BODY, CAB/CHASSIS
2010	FORD	F750 SD 4X2	11' FORESTRY BODY, CAB/CHASSIS
2010	FORD	F750 SD 4X2	11' FORESTRY BODY, CAB/CHASSIS
2010	FORD	F750 SD 4X2	11' FORESTRY BODY, CAB/CHASSIS
2011	FORD	F650 SD 4X2	11' FORESTRY BODY, CAB/CHASSIS
2012	FORD	F350 XLT 4X4	PICKUP TRUCK
2015	FORD	F250 SUPER DUTY 4X4	PICKUP TRUCK
2017	FORD	F250	Pickup Truck
1995	FORD	9000 LTL 4X4	CAB/CHASSIS
1996	FORD	F800 SD 4X2	11' FORESTRY BODY, CAB/CHASSIS
1996	FORD	LTS9000 4WD 4X4	GRAPPLE TRUCK SELF LOADER
1999	FORD	F350 ECONOLINE VAN	VAN
2005	FREIGHTLINER	M2 106	11' FORESTRY BODY, CAB/CHASSIS, BOX TRUCK
2011	FREIGHTLINER	M2 106	11' FORESTRY BODY, CAB/CHASSIS



2020	FREIGHTLINER	108SD DUMP BODY	
2001	GMC	C7 4X2	BUCKET TRUCK
2005	GMC	C7 CHASSIS CAB	POWER UNIT
2004	INTERNATIONAL	4300 DT466	11' FORESTRY BODY, CAB/CHASSIS
2005	INTERNATIONAL	4300	11' FORESTRY BODY, CAB/CHASSIS
2006	INTERNATIONAL	4300 DT466	11' FORESTRY BODY CAB/CHASSIS
2007	INTERNATIONAL	DURASTAR 4400 MA035	11' FORESTRY BODY, CAB/CHASSIS
2006	INTERNATIONAL	DURASTAR 4300 DT466 4X2	11' FORESTRY BODY, CAB/CHASSIS
2007	INTERNATIONAL	MA025	CHASSIS CAB POWER UNIT
2009	INTERNATIONAL	7300 4X4 DT466	22' FORESTRY BODY, CAB/CHASSIS
2009	INTERNATIONAL	7400 4X4 SR525	11' FORESTRY BODY, CAB/CHASSIS
2013	INTERNATIONAL	DURASTAR 4400 4X2 MA035	9.3' FORESTRY BODY, CAB/CHASSIS
2012	INTERNATIONAL	DURASTAR 4400 4X2 MA035	9.3' FORESTRY BODY, CAB/CHASSIS
2012	KENWORTH	T8 SERIES POWER UNIT	TRUCK TRACTOR
2001	MACK	CL-700	CAB/CHASSIS POWER UNIT
2006	MACK	CV712 6X4 GRANITE S	CAB/CHASSIS POWER UNIT
1996	MACK	CL 700	CAB/CHASSIS POWER UNIT
2015	NISSAN	TITAN KING 4X4 PRO	PICKUP TRUCK
2016	NISSAN	FRONTIER 4X2 CREW CAB	PICKUP TRUCK
2000	PETERBILT	379 DAY CAB POWER UNIT	PUP SERIES TRUCK TRACTOR
2002	PETERBILT	379 DAY CAB POWER UNIT	PUP SERIES TRUCK TRACTOR
2002	PETERBILT	379 DAY CAB POWER UNIT	PUP SERIES TRUCK TRACTOR



2002	PETERBILT	379 DAY CAB POWER UNIT	PUP SERIES TRUCK TRACTOR
2005	PETERBILT	379 DAY CAB POWER UNIT	PUP SERIES TRUCK TRACTOR
2007	PETERBILT	379 DAY CAB POWER UNIT	PUP SERIES TRUCK TRACTOR
1993	PETERBILT	379 DAY CAB POWER UNIT	PUP SERIES TRUCK TRACTOR
1998	PETERBILT	379 DAY CAB POWER UNIT	PUP SERIES TRUCK TRACTOR
1968	BEALL	TRAILER	TRAILER
1975	PEERLESS	TRAILER	TRAILER
1979	PEERLESS	TRAILER	TRAILER
2006	BIG TEX	24' BIG TEX FLAT BED	OPEN BUMPER PULL UTILITY TRAILER
2007	HAULMARK	ENCLOSED TRAILER	TRAILER
2008	LEDWELL	LW48 HT2-10-PB	48' DROP DECK - TANDEM AXLE TRAILER
2009	HOMEMADE	22' OPEN UTILITY	TRAILER
2012	HOMEMADE	20' OPEN UTILITY	TRAILER
2012	FELLING	TRAILER	ENCLOSED TRAILER. 2012 KENWORTH VIN: 3562
2016	PACE	087X16 7E2 16' OPEN UTILITY	TRAILER
2017	BIG TEX	16' BIG TEX FLAT BED	OPEN BUMPER PULL UTILITY TRAILER
2021	PBM	PBMLP535E	16' OPEN UTILITY TRAILER
2021	PBM	PBMLP535E	16' OPEN UTILITY TRAILER
2021	PBM	PBMLP535E	16' OPEN UTILITY TRAILER
2021	PBM	PBMLP535E	16' OPEN UTILITY TRAILER
2021	PBM	PBMLP535E	16' OPEN UTILITY TRAILER
2021	PBM	PBMLP535E	16' OPEN UTILITY TRAILER
2021	PBM	PBMLP535E	16' OPEN UTILITY TRAILER
2021	PBM	PBMLP535E	16' OPEN UTILITY TRAILER



2016	PJTM	18' OPEN UTILITY	DUMP TRAILER
2019	LOAD TRAIL	CH0222072 11509 2	TRAILER 22' FLAT BED
2021	LOAD TRAIL	XH8320072_29618	TRAILER 20' FLAT BED
2021	LOAD TRAIL	XH8320072_29618	TRAILER 20' FLAT BED
2021	LOAD TRAIL	XH8320072_29618	TRAILER 20' FLAT BED
2021	LOAD TRAIL	XH8318072_39722	TRAILER 20' FLAT BED
2021	LOAD TRAIL	XH8320072_29618	TRAILER 20' FLAT BED
2021	LOAD TRAIL	20' TANDEM AXLE	TRAILER
2021	LOAD TRAIL	XH8320072_29618	TRAILER 20' FLAT BED
2022	FAST CARGO	16' ENCLOSED UTILITY	TRAILER
2022	FAST CARGO	16' ENCLOSED UTILITY	TRAILER
1996	DORSEY	ENCLOSED TRAILER	TRAILER 5TH WHEEL
1996	EAGER BEAVER	25' FLAT BED	TRAILER
1999	GREATLAKES	20' ENCLOSED CARGO	TRAILER
1998	INTERSTATE	20' OPEN UTILITY FLAT BED	TRAILER
2019	NORSTAR	EXB8320072RR 32050	FLAT BED TRAILER
2020	NORSTAR	EXB8320072ES2D02R07C0 0	FLAT BED TRAILER
1996	TOYOTA	LANDCRUISER	MULTIPURPOSE
2012	TOYOTA	FJ CRUISER	MULTIPURPOSE
1999	WESTERN STAR	4900 CAB/CHASSIS POWER UNIT	PUP SERIES TRUCK TRACTOR
2006	FOREST RIVER	28' CHEROKEE	RV TRAVEL TRAILER
2007	CAROLINA	SKIFF BOAT FIBERGLASS	BOAT
2008	HOLDEN	CONVERTER DOLLY	TRAILER
2010	SPEV	CONCESSION STAND	TRAILER



2011	KEYSTONE	23' RV TRAVEL TRAILER	RV TRAVEL TRAILER CAMPER
2012	VER-MAC	PCMS 1210QS 2S9US4129CS132512	TRAILER MESSAGE BOARD- ELECTRONIC
2012	VER-MAC	PCMS 1210QS 2S9US4120CS132513	TRAILER MESSAGE BOARD- ELECTRONIC
2015	GRAND DESIGN	REFLECTIONS 303RIS RV	RV TRAVEL TRAILER CAMPER
2015	VERMEER	1000XL	BRUSH CHIPPER
2016	APEX	HYDRO-BROADCAST SEEDER	HYDRO SEEDER
2017	FOREST RIVER	5TH WHEEL	RV TRAILER
2019	FOREST RIVER	27' RBOC PUMA TOWABLES	RV TRAILER
2018	KZ	27' 271BHSE	RV TRAILER
2020	MORBARK	EAGER BEAVER 1821	TRACK CHIPPER
1998	AG-CHEM	TERRA-GATOR 8103 2500	POWER UNIT FOR HYDRO SEEDER
		WINDROWER	WINDROWER
2010	WOODSMAN	430TL	TRACK DRUM CHIPPER
	BOB CAT		SKIDSTEER
	POLE LIGHT	569618	
	RAM	PICK-UP TRUCK BED	
	FREEDOM	TRAILER	
	PETERBILT		



OVERVIEW OF TECHNICAL PLAN

The following project outline provides an overview of our technical approach. We can provide training on all aspects of disaster management and FEMA assistance if this is required. Full technical detail for each stage can be found in the sections to follow:

Project Initiation Phase	<ul style="list-style-type: none"> • Upon award of a contract, we will arrange a joint team integration meeting to develop relationships and designate roles and responsibilities across both organizations. • The project manager for the project will lead this meeting and will become available to you 24/7 for the duration of the contract.
Planning and Training Phase	<ul style="list-style-type: none"> • The newly formed project team will develop mutually agreed pre-disaster plans to include emergency response plans, TDSRS site selection and all other aspects of the recovery plan. • This process will be led by the allocated project manager and will be supported by KDF management and support personnel. • As agreed, under the terms of the contract, we can offer disaster recovery specific training as part of our services; an annual plan for this would be developed and commence at this time. This will include, at a minimum: preliminary TDSR site selections, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling, beach and shoreline restoration, and current Federal, State and Local guidelines and regulation.
Active "Watch and Wait" Phase	<ul style="list-style-type: none"> • A project team member will be allocated to monitor the project for environmental/weather changes. • Any potential challenges will be highlighted during this phase in collaboration with your own personnel to ensure early mobilization of our recovery plans.
Pre-Disaster Phase	<ul style="list-style-type: none"> • The project manager will be on site where possible in advance of the disaster and will be available to join your teams in preparing for a disaster impact. • The project team and all equipment will be mobilized to the nearest geographical point in advance of the disaster to minimize any delay in the beginning of the recovery process.



	<ul style="list-style-type: none"> • The mobile command center will be mobilized to the nearest geographical position and ready to start operations. • Teams and equipment required for push services will be on stand-by ready for emergency clearing. • Personnel will be stationed at the County's emergency location where possible during the anticipated storm.
Post-Disaster Phase	<ul style="list-style-type: none"> • Full project team and all field personnel, including pre-arranged subcontractors, will be on site within 24 hours of a notification to proceed (or immediately following storm impact). • Close liaison between the KDF project manager and local officials is essential at this point to ensure coordination of the disaster response efforts. • If required the support team will provide and distribute ice, water, food, temporary utilities, sanitary facilities, and other services. • Mobile command center will be set up and functioning within 12 hours.
Cut and Toss (70 Hour Push) Phase	<ul style="list-style-type: none"> • Emergency push services will ensure that all roads agreed with the client are clear and passable within 70 hours. • Cut and push crews will be available 24/7. • The number of cut and push crews will be determined by the client and the project.
Development Phase TDSRS (Temporary Debris Management Site)	<ul style="list-style-type: none"> • Pre-agreed sites will be developed based on the size of the disaster. • Detailed site plans will be developed for each site and will include individual plans for debris separation, debris reduction, inspection, truck routes and access, traffic control, dust control, disposal of hazardous waste, environmental, safety and fire prevention. • Each site will be allocated a site manager with full accountability for site plans, including site restoration at project completion. • TDSRS will be operational within 48 hours and will be operational 24/7 (collection crews working daylight hours only for safety, debris processing crews working 24/7).

<p>Debris Removal, Collection, Recording, and Disposal Phase</p>	<ul style="list-style-type: none"> • Debris collection will begin within 48 hours in line with local priorities. Prior to loading debris, the following will have been addressed and completed: <ul style="list-style-type: none"> ○ Fully operational debris management sites inspected by QC and debris crew foreman ○ Area zoned and prioritized (KDF and subcontractors)
	<ul style="list-style-type: none"> ○ Inspection and certification completed on all trucks ○ Quality control plan and all safety plans fully operational (accident prevention, health and safety, Hazard analyses) ○ Health and safety briefing to all staff and contractors ○ Training on traffic control for all debris crews ○ All field-based staff to receive training on FEMA debris eligibility. ○ Hazard team to have identified and/or removed downed power lines and other safety hazard ○ Ticketing process and database management to be tested and operational <ul style="list-style-type: none"> • KDF will perform clearing and removal of FEMA eligible disaster debris from roads/streets/public rights-of-way; canals/lakes/other waterways. • Daily planning meetings between KDF/Client will ensure that appropriate zones/sections are prioritized, and that the area is serviced in full. • Each load of debris will be recorded and verified as agreed upon within the joint plan, and tickets will be available to the client in daily/weekly reports. Databases will be closely maintained and reconciled to ensure they are accurate and accessible to the County. Once final reconciliation of the truck records has been made a final invoice will be provided.



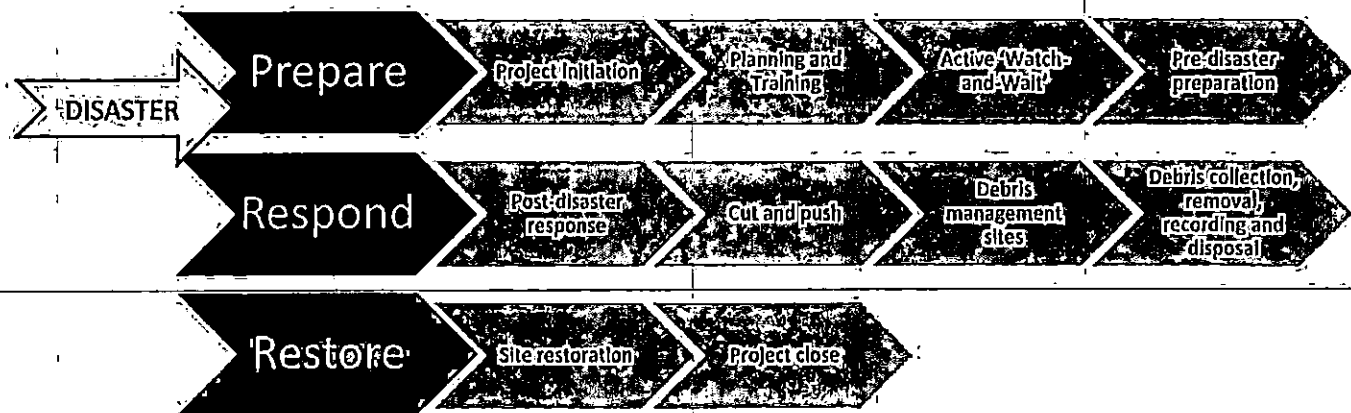
	<ul style="list-style-type: none"> Once the first, second and final pass are completed, the site reclamation plan will be put into effect, ensuring appropriate restoration of the site. All debris, including reduced debris, will be disposed of in line with Federal, State, and local laws and regulations. Any tipping fees can be paid by KDF at the time of disposal and invoiced if required.
Project Close:	<ul style="list-style-type: none"> Once all field work, ticket reconciliation and invoicing are completed, KDF will continue to support FEMA reimbursement if required. An After-Action Review will be completed across the project team in collaboration with the client, and the results will be shared across both organizations to support further collaboration.

SCOPE OF WORK

This bid is for Emergency Debris Clearance (Push), complete Debris Removal from ROW and private property (within County guidelines), Temporary Debris Staging and Reduction Site Management and processing of debris, debris disposal and Tree and Limb Removal with the potential for additional services dependent on the size and degree of any disaster that may affect Polk County. This contract requires that KDF is capable of assembling, directing, and managing a workforce that can complete the debris management operations as well as preparing and ensuring complete documentation for acceptance in line with FEMA requirement for reimbursement.

In the previous section we provided an 'at-a-glance' project plan and in following section, 'Project APPROACH', we provided an example that included all aspects of a potential disaster recovery project. This includes areas that fall outside the scope of this project to illustrate previous experience we have at KDF. **We have split these into 3 key areas: PREPARE, RESPOND and RESTORE.**





In summary the core "RESPOND" services provided by KDF in order to meet the needs of Polk County shall consist of removing any and all "eligible" debris, primarily from the public Right-Of-Way (ROW) of streets and roads, as directed by Polk County. This will include:

- Examining debris to determine whether the debris is eligible vegetative debris
- Loading the debris.
- Hauling the debris to an approved dumpsite or landfill
- Dumping the debris at the dumpsite or landfill.

No ineligible debris will be loaded, hauled, or dumped under this contract and mixed loading of debris will be avoided as much as is possible.

Debris removal will include all eligible disaster related debris found on the ROW within the area designated by Polk County, and eligibility of debris will be in line with most current FEMA regulations and agreed by Polk County. This will involve numerous passes throughout an area, dependent on the size and scale of the disaster, and debris which extends from private property and enters the ROW will be cut at the point it enters the ROW. Removal of debris from private property will only be permitted in agreement with Polk County.

When loading and hauling we will only use rubber-tired equipment and will not use this equipment for private work during the working hours of this contract. In addition, we will not solicit work from private citizens or others with manpower and equipment designated under this contract.

All debris will be mechanically loaded and compacted, and any hand loading will only be carried out with prior approval from the County's Debris Management consultant.



As part of this contract, we will repair and will fill to grade with like material all surface damage, such as rutting and pavement damage, caused by our equipment during debris removal. We will repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by our equipment or personnel.

We will make all the necessary provisions to preserve and protect all existing structures, infrastructures, vegetation, etc., on or adjacent to the area of work and will repair or replace with like materials all damaged mailboxes on the same day the damage occurred.

In the instance that there is a claim we will contact the person(s) making claims regarding damages within 2 days of receiving said claim; information such as method of repair and timeline for completion will be discussed. We will ensure that all damages be repaired no later than thirty (30) days after the completion of the debris removal. We will provide Polk County with a weekly report outlining the status of all damage concerns.

All stump remnants which are fully disengaged from the ground will be considered normal vegetative debris regardless of size for this contract and we will remove all disengaged stump remnants from the assigned load site area before moving to another work area unless approved by Polk County.

Through site restoration we will aim to make good on the sites we have used. In general, this will involve final removal of all debris and debris storage areas, environmental assessment of any potential hazards and introduction of measures if required and removal of structures such as site offices and monitoring towers.

In addition, restoration of ground cover typically through topsoil and seeding is carried out, all with the aim of returning the area to its pre-disaster condition as far as is possible.

ACCOUNTING & DOCUMENT MANAGEMENT

Another important aspect of ensuring we meet the needs of Polk County is through the documentation processes and support for FEMA reimbursement. KDF has many years of experience in successful FEMA reimbursement work and no client has ever been denied reimbursement for work KDF has performed. Our FEMA liaison officers are fully versed in this process, including FEMA documentation, eligibility and compliance and are available to provide as much support and assistance as required before, during and after the recovery process to ensure full reimbursement for our clients. All our management team and our FEMA liaison officers have taken formal FEMA certified training and are also able to provide in-house training if required.



Accurate documentation and reporting management are critical functions of each project, ensuring that Polk County is provided with data required for receipt of federal funds.

At KDF we have developed processes to ensure high quality documentation is captured and available to our customers. We typically utilize industry leading OCR software (optical character recognition software) which enables us to convert hand-written/scanned/printed tickets directly onto the KDF servers. This improves capture time and accuracy and can be used with our own or customer field tickets. At our initial meeting with Polk County, we will formalize our reporting and monitoring processes to ensure they meet the needs of both organizations and are established prior to project initiation.

As part of this process daily progress and quality control reports will be submitted to you which specify the extent and achievements of the current day as well as the schedule for the next day. Reports will include a list of roads that were cleared, number of Crews to include level of equipment, daily and cumulative totals of debris removed by type, daily and cumulative totals of debris processed, daily estimate of hazardous waste debris segregated, cumulative amount of hazardous waste stored, number of hazardous trees and hanging limbs removed as well as current or potential issues highlighted with solutions and a schedule of work completed/work planned for the following day. Each daily report should give a clear snapshot of daily and cumulative progress of all deliverables of the project as well as a projected completion date.

Invoicing is typically done weekly and can be scheduled to meet the County's requirements, bi-weekly/bi-monthly/monthly. Our invoicing team are experienced in federal reimbursement and FEMA requirements to ensure all documentation will meet not only your requirements but also federal requirements.

Load tickets are received and recorded daily. The tickets are uploaded directly onto our database using OCR software. An invoice is then generated and once the ticket data and invoice has been completely reconciled, the invoice is then recommended to FEMA for payment.

Reimbursement assistance can be provided by KDF to Polk County if required. We have extensive experience in providing the necessary

Load Ticket		Ticket No. 0012345	
Municipality (Applicant)		Prime Contractor	
		Sub-Contractor	
Truck Information			
Truck No	Capacity		
Truck Driver (print legibly)			
Loading Information			
Loading	Time	Date	Inspector/Monitor
Location (Address or Cross Streets)			
N		W	
Debris Classification			
Debris Classification		Estimated %, CYs, or Actual Weight	
<input type="checkbox"/> Vegetation <input type="checkbox"/> C&D <input type="checkbox"/> White Goods <input type="checkbox"/> HHW <input type="checkbox"/> Other See Below			
		Time	Date
Unloading		Inspector/Monitor	
DMS Name and Location			
Other Debris Explanation		Original:	Applicant:
		Copy 1:	_____
		Copy 2:	_____
		Copy 3:	_____



documentation and support in preparing reimbursement claims and will agree at the outset of the project what level of support is appropriate.

An individual project is not closed until this process is complete and we are able to offer as much support as is required as part of this contract. To close out the project, KDF will submit a detailed final report summarizing all the disaster activities performed. This will include logs of debris hauled by volume and type, final disposal locations and the amounts of debris for each, and all relevant financials for the project. KDF will continue to work with Polk County and submit any other requested information until everyone is satisfied that the project is closed out and final approval is given.

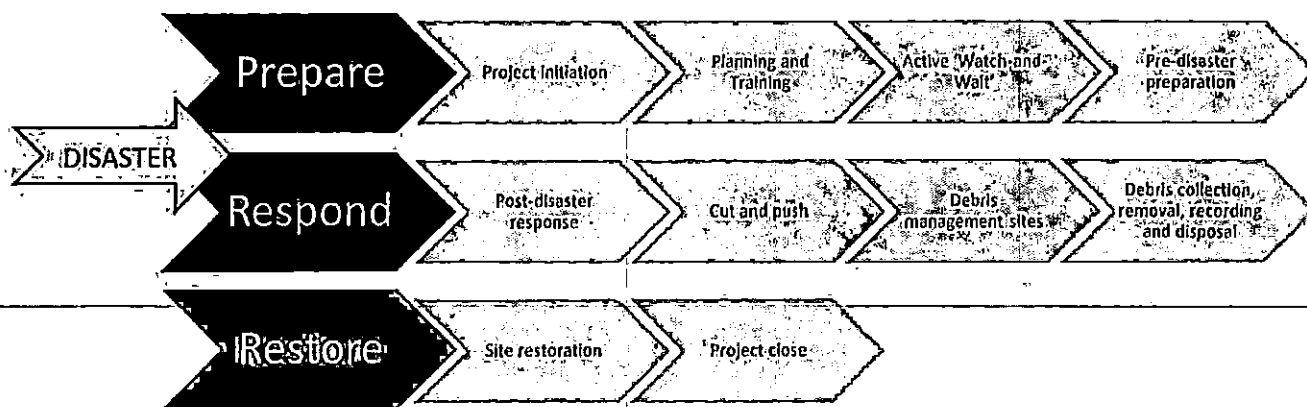
In addition to ongoing reviews throughout the life of the project, a detailed After Action Review (AAR) will be carried out at the close of the project to ensure all key learnings and success are captured for ongoing development across KDF and Polk County.

PROJECT APPROACH

Our belief at KDF is that the key to great emergency management is preparation and planning; however, sometimes the ability to plan well in advance for a project is not possible, so flexibility and experience are essential. At KDF we have huge wealth of experience in terms of both projects we have completed and the experience of our staff which ensures that our technical approach to this project has been practiced multiple times to great success. Polk County can be confident that we will work simultaneously and seamlessly to protect lives, protect communities, protect resources, and recover communities as quickly as possible should the worst happen. KDF personnel will be stationed at the County's Emergency location where possible during the anticipated storm.

In the previous section we provided a topline overview of some of the key steps in preparing pre-disaster as well as responding post-disaster and in this section, we will give greater insight into the technical detail of the post-disaster phase.





PROJECT INITIATION PHASE

- Once the contract is awarded, your assigned project team will reach out to make contact, affirm communication lines, and answer any further questions you might have.
- We will immediately start scouting and securing the necessary staging and disposal sites, local subcontractors, and suppliers to ensure everything is in place and ready to go.

KDF will make contact and begin coordinating pre-disaster preparations as soon as we are notified of a winning bid. We believe that having open, established communication channels between our team and yours is key to an effective disaster response. You will be provided with personal contact information (cell phone numbers/email addresses) for everyone on your assigned project team. Multiple members of the team will reach out and begin establishing working relationships on the very first day. Our comprehensive planning before an emergency streamlines the response and helps everything run smoothly.

Sites. We will research and secure sites for equipment staging, debris management and disposal. Accomplishing these tasks early allows us to focus on critical issues during the response.

Subcontractors and Suppliers. KDF maintains robust relationships with subcontractors and suppliers throughout the U.S. When establishing a response team, we will focus on finding and using local companies. Using local subcontractors and suppliers facilitates a quicker response, as resources are already in place when needed, and drives money back into the area's economy.

PLANNING AND TRAINING

- The newly formed project team will develop mutually agreed pre-disaster plans to include emergency response plans, TDRS site selection and all other aspects of the recovery plan.
- This process will be led by your allocated Project Manager and will be supported by the wider KDF management and support functions.
- As agreed in the terms of the contract, we can offer disaster recovery specific training as part of our services and an annual plan for this would be developed and commence at this time for your organization. This will include, at a minimum, preliminary TDRS site selections, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling, beach and shoreline restoration, and current Federal, State and Local guidelines and regulations.

At KDF we believe that planning and training are both critical parts of any successful project and as such these run deeply through all that we do. Flexibility is key in both areas because it enables us to adapt to an ever-changing environment and to produce successful project completion for our customers. At the outset, your KDF project manager will outline the available training options that can be utilized by your teams and will put in place an annual training plan to meet your needs. Examples of the kind of training we can offer are as follows: Disaster planning and evaluation, field operations, FEMA eligibility and processes, Force account capabilities, Debris volume estimation based on USACE, ticketing and Truck/trailer measurement. We can also carry out an initial training needs analysis with you and develop bespoke training for your locality on all aspects of disaster recovery if required.

Cross functional disaster planning is embedded in the way we work at KDF, and our project teams draw on experience from all aspects of our business as well as critical functions of our customers. This ensures that the project team is agile and adaptable with a plan that allows KDF to respond quickly and effectively supporting successful disaster management for your locality. At the outset, this process will be led by your KDF project manager who will be accountable for development and delivery of your project plan. This plan will encompass sub-plans, emergency response plans, safety plans, quality control plans, DMS plans, and traffic control plans.

The interaction between the KDF project team and the County's Debris Management Consultant is crucial to the success of the recovery operation. Prior to the beginning of each storm season, we will meet with the Debris Management Consultant and their team to finalize and test the processes for inspection and documentation that are to be used during



the response and recovery phase of debris removal. We can adapt our plans to match the tracking and accounting systems required by Polk County. We will also refine our scenario planning to ensure that we have robust plans for every level of potential storm or disaster.

ACTIVE 'WATCH AND WAIT' PHASE

- KDF tracks all hazardous weather and will actively monitor the reports for your region for the entire duration of the contract.
- Upon forecasts of inclement weather, the Project Manager will contact your representative to update all contact information and provide a plan going forward.
- For forecasted disasters, we will have a representative on site 72 hours before impact, and for sudden impact disaster, we will have a representative on site within 24 hours of impact.

KDF subscribes to various special weather advisories and tracks all hazardous weather in the U.S. region as well as specifically following the reports for the regions of our clients. We will be aware of any atmospheric events forecasted to strike Polk County.

Our response will be tailored to the timeline, severity, and type of atmospheric event. As soon as an issue arises on the radar, we will act. A KDF team member will reach out to reconfirm important contact information and notify Polk County that we are aware of any potential hazard. Disasters can be broken into two groups: forecasted impact and sudden impact.

Forecasted Impact

Forecasted impact is mainly hurricanes but can also include some winter storms. Hurricanes are broken into categories based on their sustained wind speed, with categories ranging from 1-5. Hurricanes reaching Category 3 and higher are considered major hurricanes because of their potential for significant loss of life and damage. KDF will increase preparation, resources, and time allowed as the severity of a hurricane increases.

120 Hours from Impact

When a storm's cone of influence is 120 hours from impact, KDF will again communicate with the County to convey our plan and help the County coordinate their team. At this point, we will verify our TDSR site, reach out to our team of subcontractors and suppliers to make sure everyone is aware and on notice, and begin facilitating logistics for our team including: hotels, gas, repair shops, emergency medical services, food and water, office space, and other necessary services. Our disaster recovery team will begin making travel preparations so they can be in place when the storm strikes.



72 Hours from Impact

72 hours before impact, your Project Manager will be available and in discussion with Polk County regarding the appropriate level of response based on severity and forecasted impact. We will secure emergency road clearing crews and equipment and position them in secure locations around Polk County. Subcontractors will be marshalled to be in place to begin working as soon as the weather clears.

Sudden Impact

Sudden impact disasters include earthquakes, tornados, ice storms, floods, and various man-made issues that can occur. As soon as we learn of a sudden impact disaster, we will reach out to Polk County and have a project manager on site within 12 hours. Our team will initially go into an emergency response mode to address and mitigate any issues before implementing recovery plans.

PRE-DISASTER PREPARATION

- The Project Manager will be on site where possible in advance of the disaster and will be available to join with your teams to help prepare for disaster impact.
- The project team will be mobilized to the nearest geographical point along with all equipment in advance of the disaster to minimize any delay in the beginning of the recovery process.
- The Mobile command center will be mobilized and at the nearest geographical position ready to start operations.
- Teams and equipment required for push services will be on stand-by ready for emergency clearing.

MOBILIZATION OF STAFF AND EQUIPMENT

Once we are aware of an impending disaster, prior to impact, all personnel and equipment will be collated at the safest geographical area to the impact to ensure readiness. Key subcontractors are mobilized and a KDF representative can be available to the locality prior to impact to be directly involved at a local level with all disaster management. Emergency communication strategies are also mobilized at this point.

72 hours from impact

We will Review the data base of all experienced subcontractors and determine priority list for contacting:

- Tier 1 - Those Subcontractors residing in the anticipated strike region:



- Tier 2 -Those Subcontractors residing in States neighboring the anticipated strike region.
- Tier 3 -Those Subcontractors residing in States outside and not contiguous to the anticipated strike region.

Our Project managers will each have a list of selected subcontractors to begin calling those who are located within 5 hours drive of projected landfall, to place them on alert for potential events. They will inquire to the subcontractors as to the availability of equipment and manpower, and their readiness.

Our Operations Manager will then call a Company meeting to alert all employees of the disaster team of the potential impending event and have them begin preliminary personal preparations for 48-hour notice for departure.

The Operations Manager will notify USACE of the KDF point of contact person as well as an alternate and provide the Government with a 24-hour immediate telephone contact number.

24-48 hours from impact

We will secure emergency road clearing crews and equipment and position them in secure locations within easy reach of the potential area to be affected. Subcontractors will be marshalled to be in place to begin working as soon as the weather clears.

The Operations Manager will meet with the Project Managers and review updated tracking information and predicted landfall possibilities. Any changes or revisions in the landfall predictions will be noted and the database of subcontractors reviewed again and updated for logistics. If significant changes in landfall predictions have occurred, additional subcontractors will be assigned to the Project Managers for contact. They will then review the list of subcontractors contacted and their state of readiness and potential response capabilities.

A Senior Project manager will be dispatched to an area within a few hours of the anticipated strike location and establish a temporary staging and deployment center in an area located within a few hours of the anticipated strike location, to be used for staging equipment and personnel during the 24-36 hours preceding the anticipated strike.

12-24 hours from impact

The Operations Manager will meet with the Project Managers and review updated tracking information and predicted landfall possibilities. Any changes or revisions in the landfall predictions will be evaluated and a determination as to the most reasonable temporary staging and deployment center will be made. If necessary, the designated Project Managers



already dispatched to the first anticipated temporary staging and deployment center will be notified and transferred to another location considered to be more effective.

Upon receiving notice from the contracting agency or at the discretion of the Operations Manager, the Operations Manager, the Project Managers, and debris loading and hauling crews (minimum of five) are dispatched to the temporary deployment center for immediate response following an impact.

Upon receiving notice from the contracting agency or at the discretion of the Operations Manager, project managers will be instructed to notify their subcontractors on stand-by, located in the anticipated strike area, to make pre-mobilization plans and to provide the project managers with estimated response time upon notice from KDF to mobilize.

0-12 hours from impact

A work force of management and loading and hauling crews (minimum of five) will be poised to respond within a few hours following the landfall or strike for the immediate emergency needs response. Upon receiving notice to proceed from the contracting agency, the full mobilization plan described herein will be activated.

The Operations Manager, Operations Planner and Environmental and Health and Safety Officers will meet with the appointed USACE Representative. KDF representatives will be on hand to collaborate and assist the planning team in setting out a coordinated plan for community support post impact. The mobilization process will continue to ensure a speedy recovery process. Zoning of the areas will be part of this team planning process.

PROJECT TEAM AND PROJECT PLANS

Our Project team, including key field and support team members will be prepared to be onsite with 12 hours of NTP (or immediately following storm impact). The project team will in part depend on the size of the project but along with the PM will include functions such as field management, accounting, admin, health and safety and quality control. This advance team will carry out an initial damage assessment and in collaboration with local government agencies will set out the initial recovery priorities within 24 hours.

KDF closely monitors its Quality Control and Health and Safety processes as part of our corporate responsibility. Personnel and training records will be reviewed by our Quality manager during the preparation phase and any necessary safety briefings will be completed to ensure no delay to recovery activities. This includes all permits and licenses for both personnel and equipment.



All site plans, accident plans, health and safety plans, Quality control plans, traffic control plans, dust control plans, subcontracting plans will be updated with post impact relevant details and made available to the customer within 48 hours of impact:

MOBILE COMMAND CENTER

Locations for the mobile command center where possible will be pre-agreed upon depending on proximity to transport networks as well as the degree and location of impact. The command center will be fully operational within 12 hours of NTP to include all required systems and equipment, back-up equipment and communications and fully checked power and supplies.

EMERGENCY OPERATIONS

If requested the KDF team can provide support with water, food, ice, facilities, temporary sanitation, housing, and other vital services. As part of the preparation process these options will be identified and arrangements made locally or regionally to satisfy these requirements.



- Full Project team and all field personnel will be on site within 24 hours of notification to proceed (or immediately following storm impact) including pre-arranged subcontractors.
- Close liaison between the KDF project manager and local officials is essential at this point to ensure coordination of the disaster response efforts.
- If required the support team will provide and distribute ice, water, food, temporary utilities, sanitary facilities, and other services.
- Mobile command center will be set up and functioning within 12 hours.

Rapid and effective deployment and implementation of the pre-agreed plan are the priority and here we aim to give a guide on what will be achieved in the initial hours and days after impact:

- Advance project team to include PM and project administrative staff to be on site within 6 hours
- Mobile command center to be fully operational to include emergency communications.
- KDF owned equipment and temporary facilities to be on site.

First 12 hours post impact



- Full project team and all field personnel to be on site.
- Emergency road clearance services to commence (Push) in line with the County's priorities and transport networks.
- Initial damage assessment in progress to guide updating of the operational plan
- Daily meetings between Project Manager, Operational Manager and all crews established
- Prioritized debris removal will commence

24 hours post impact




- Initial damage assessment complete and updates made and submitted to site specific safety plans, insurance, bonds, quality control plans, subcontracting plans, location of TDSRS, final disposal sites and all applicable licenses and permits.
- TDSRS construction to begin on identified sites to include hazardous waste containment areas.

48 hours post impact




- TDSRS will be fully operational
- Emergency road clearance complete within 70 hours.
- Full project team to include subcontractors to be fully operational.
- Fully updated operational plans finalized between KDF and the County with specific project plan including specifics of disaster damage, safety plans and subcontractor plans.

72 hours post impact



- Fully operation plan driving debris collection, removal, recording and disposal with highest rate of collection within the first 30 days**
- We will expect to be hauling approximately 15-20,000 cubic yards a day dependent on the area.

5 days post impact



**estimate depending on the size and scale of the project

ZONING

As soon as is possible post impact the area will be zoned to ensure the most effective management of the project and that the correct number and type of staff and equipment is mobilized. Whilst some of this planning is done in advance until impact and further assessment and clearing of roads it is not possible to do this accurately.

- Each Zone is assigned a Zone Manager and several zones may be coordinated by 1 project manager or each may have its own project manager dependent on the scale of the disaster and the geography of the area.
- Each zone will be given a specific and unique reference and have its own management plan to ensure complete and successful removal of debris.
- The Zone Manager will be accountable for their zone and the following activities:
 - Assignment of subsection managers and crew foremen.
 - Leading evening meetings to review the areas and plan the next day's activities.
 - Be a link to the local government representative in providing daily report information, ensuring that approval of activities within the zone is received before moving on to another area. The zone will not be complete without PM and local government approval.
 - Develop daily approved schedules for all crew within his zone.
 - Ensure safe practices are maintained within his zone and run daily safety meetings with the crews.
- The number of crew needed for each zone will depend on several factors:
 - Area of the zone
 - Distance to the dump site
 - Total estimated amount of debris
 - Number of passes required.
 - Timeframe for project completion

Using this information, a calculation will be made on the required number of crews at project set up. Throughout the course of the project this could be amended as debris is removed.

An important factor in zone management to ensure efficiency is the distance to the dump site /TDRS. Wherever possible zones are developed to ensure routes to the sites are appropriately spaced and distances are as short as possible.

EMERGENCY ROADWAY CLEARANCE- CUT AND PUSH

Emergency roadway clearance will begin within 24 hours of impact or access to the area. Prioritizing the main transport networks to enable emergency traffic, better functioning for the local area and to enable full recovery to commence. This includes access to critical structures such as hospitals. This is a time critical operation, but the safety of staff and the



public are an essential consideration in this phase. Cut and push crews will be active with rotating personnel 24/7 and the number of crews will depend on the size of the disaster with the goal of full emergency push of prioritized networks within 70 hours.

Cut and push crews will be supplied with the appropriate equipment to push the debris to the side of the road to enable access for emergency traffic. If it is not possible to push debris to the roadside, then debris will be collected and moved to a temporary debris site. Special plans will be in place to deal with downed electrical wires and other hazardous conditions.

Crew sizes and structure may depend on the nature and size of disaster but will typically be as follows:

- 1 or 2 Transport trucks (approx. 30 cu yds) with qualified operator
- 2 Qualified flag operators
- 2 Groundsmen with chain saws and 1 Foreman



- Pre-agreed sites will be developed determined by the size of the disaster.
- Detailed site plans will be developed for each site and will include individual plans for the following:
 - Debris separation
 - Debris reduction
 - Inspection
 - Truck routes and access
 - Traffic control
 - Dust control
 - Disposal of hazardous waste
 - Environmental Safety and fire prevention
- Each site will be designated a site manager with full accountability for the site plans including site restoration at project completion.
- TDMS will be operational within 48-72 hours and will be operational 24/7 (collection crews daylight hours only for safety, debris processing crews 24/7).

Debris management sites may be referred to by several acronyms including, but not limited to DMS, TDRS and many others. They are essentially an agreed, licensed, and developed area within close proximity to the location of the impact where debris is taken to be stored and processed before being taken to its final disposal site. Management of these sites is an essential and skilled part of the disaster debris removal process.

TEMPORARY DEBRIS MANAGEMENT SITE (TDSRS) DEVELOPMENT

As part of the preparation stage potential TDSRSs will have been identified with Polk County and scoped to include site plans, access, safety, and traffic plans. Dependent on the location and extent of the disaster some of these plans may need to be amended and this will begin within the first 24 hours post impact. Construction of these sites will commence and be completed within 48 hours, and they will be 100% operational within 3 days. These sites will be operational 24/7 with collection crews working daylight hours only (safety) and debris processing crews being operational 24/7. Each site will be designated a site manager who will manage all site plans to include individual plans for the following:

- Site specific plan (to include site layout, photographs, operations, site personnel and access)
- Debris segregation plan
- Hazardous waste plan
- Environmental plan
- Fire prevention plan
- Accident plan
- Health and safety plan (site safety plan)
- Traffic control and access plan
- Inspection plan
- Dust control plan
- Location of ash disposal area, hazardous material containment area, contractor work area and inspection tower
- Location of incineration operations, grinding operation
- Site restoration plan

KDF will supply sufficient equipment, staff, and resources to process 200-500 cubic yards of debris per hour per crew. This will be predominantly by grinding or burning if applicable.

Each TDSRS will typically include, at a minimum, the following:

- | | |
|--|---------------------------------------|
| • 1 grinder and/or Air Curtain Incinerator | • 1 site manager |
| • 1 trackhoe | • 1 night manager |
| • 1 dozers | • 8 equipment operators |
| • 2 towers | • 2 supervisors |
| • 5 16-20 cubic yard dump trucks | • 5 laborers |
| • 1 rubber-tired loader | • light plants |
| • 1 water truck | • hazardous material containment area |
| • 1 motor grader | |



In addition, depending on the project and the site size there may be additional equipment and personnel.

The KDF TDSRS team will ensure all necessary clearances, permits, and licenses to operate the sites and will submit Site Plans to Polk County complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan, a Dust Control Plan, and/or a Fire Prevention Plan for approval.

INSPECTION TOWER

The inspection of every load is critical to the documentation of the overall recovery process. The inspection towers provide a location for load verification and documentation of all incoming and outgoing debris. The towers will be 10 feet above ground, built to FEMA/USACE standards and be large enough to accommodate at least 3 monitors/inspectors at any one time. KDF has experienced staff and contractors on-hand who have built these towers to specification for more than 50 disaster projects (see our past performance list for a full list of disaster projects).

The role of these monitors/inspectors is to verify that each truck has been appropriately approved and measured, that the load fits with FEMA eligibility guidelines, that the % filled figure is accurately recorded on each ticket as well as to ensure that appropriate segregation of materials occurs. Once documented, all debris is processed in line with USACE requirements following all local, state, and national regulations.

KDF will assist the County's debris management consultant in:

- Monitoring multiple contractors and multiple trucks delivering materials to the TDSRS.
- Verify that each truck that delivers to the TDSRS matches its manifest ticket - truck and maximum capacity.
- Make sure the truck is properly tarped when arriving at the TDSRS.
- Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before permitting truck to leave the TDSRS check-in area to empty its load.
- Document location of origin of debris
- Troubleshoot questions and problems at the TDSRS and identify issues that could impact eligibility for cost reimbursements.



- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by USACE personnel, e.g., conduct final inspections and issue closeout reports.

HAZARDOUS MATERIAL CONTAINMENT AREA

As already stated in the previous section KDF staff and contractors have many years of experience at DMS site development and are skilled in the construction of containment areas for Hazardous materials. This is an important area needed to protect the health and safety of staff and the local community. As part of our planning phase, all the tools and materials needed for this construction will be made available to ensure no delay in site completion. The area will be built to FEMA specifications and in line with the requirements of the RFP to include:

- Ground prepared to enable a containment area with direct run off away from the containment area.
- Defined safety perimeter lined with heavy gauge plastic and hay bales providing a waterproof barrier.
- Development of a lined storage area for ash, fuel, and other materials with the potential to contaminate the soil and surrounding area.
- Construction of fenced in segregation areas to enable separate storage for segregated debris.
- Construction of roadways with safe ingress and egress through the site focused on safety and efficiency of site use.
- Development of a gated entrance and full perimeter enabling appropriate security of staff and equipment, to include a guard building with 24-hour security.
- Providing clear and appropriate signage throughout the site to ensure appropriate site use.
- Development of an equipment staging area where equipment can be inspected, for example for fuel or oil leaks. This will include measures such as the use of a lined area for fueling and equipment repairs to ensure this does not contaminate the area.
- The provision of plastic sheeting underneath all equipment and stationary vehicles such as generators and lights.

In addition, dependent on the type of disaster and the location and weather conditions there may be additional construction that is needed, for example in cold weather conditions:

TDMS material segregation is necessary to process the debris efficiently. Collection crews will endeavor to segregate non grindable debris as much as is possible during collection however much of this segregation will occur onsite. Collected loads may vary vastly and include white goods, hazardous household waste, e-waste which must be segregated



sometimes manually or mechanically to ensure contaminants are removed and that it is disposed of appropriately.

Debris will typically be segregated into 5 main areas:

- **Vegetative debris** - Vegetative debris will be cleaned of C&D debris as much as is possible prior to reduction and recycling generally as ash or mulch.
- **Construction and Demolition (C&D) Debris** - C&D debris will be segregated for reduction, reuse, or recycling in line with local/state/federal recommendations.
- **E-goods** - e-goods and materials will be stored in accordance with government standards prior to recycling or disposal.
- **White goods** - White goods will be stored for recycling or disposal in line with government standards.
- **Hazardous and/or toxic wastes (HTW)** - HTW will be segregated and stored in a Government approved containment area built onsite during TDSR construction. All site personnel will receive a safety briefing regarding operations involving HTW to prevent personal injury and ensure compliance with all KDF accident and hazard policies and procedures.

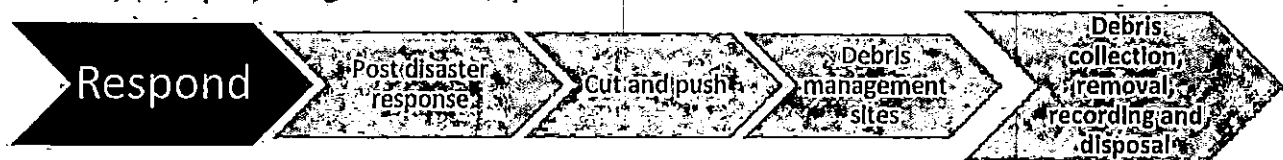
During the operation of a DMS site, the following areas are critical:

- **Site Safety** for on-site workers and the community at large is our main priority and after an initial assessment of the safety plan prior to the start of the project this will remain the focus and accountability of the site manager throughout. An initial site safety meeting will include the following items:
 - A full review of the Site Plan and all structures, traffic flow, first aid/eye wash stations, fire extinguishers and all emergency procedures and signage
 - An initial roll out of the Weekly Safety Meeting with all information as outlined in the Company Safety and Occupational Health Plan covered.
 - The Activity Hazard Analysis for each operations activity will be reviewed and discussed.
 - The emergency communication plan between the site management and site personnel will be briefed to ensure full understanding and cooperation.
- **Dust Control:** KDF provides water trucks which do routine trips throughout the site during the operations, keeping dry roads dampened to minimize dust. Water trucks are also used to dampen ash residue when removed from burn pit to ash pit. Attention is given to normal wind direction when layout of the site is prepared.
- **Hazardous Materials Containment Area:** The Site Manager will regularly inspect the Hazardous Materials Containment area for any cuts, tears or leaks in the



protective layer that lines the containment area. The Manager will also inspect the berm surrounding the area to ensure proper site runoff is still intact.

- **Roadways.** Traffic will be designed to allow the flow of incoming and outgoing debris trucks to avoid congestion. Safety, and directional signs will be posted throughout the site along with flagmen to assist and control traffic flow as well as for safety reasons. Road surfaces will be rock laid for easier maintenance and to protect from erosion. Private, non-operation-related traffic will be prohibited from the site.
- **Communication.** Operators and flagmen are equipped with two-way radios on the same frequency as the office base radio unit so that communications will be readily accessible throughout the site.



- Debris collection will begin within 48 hours in line with local priorities. Prior to loading Debris, the following will have been actioned and completed:
 - Fully Operational Debris management sites inspected by QC and debris crew Foreman.
 - Area zoned and prioritized (KDF and subcontractors)
 - Inspection and certification completed on all trucks.
 - Quality control plan and all safety plans fully operational (accident prevention, health and safety, Hazard analyses)
 - Health and safety briefing for all staff and contractors.
 - Training on traffic control for all debris crews.
 - All field-based staff to receive training on FEMA debris eligibility.
 - Hazard team to have identified and/or removed downed power lines and other safety hazards.
 - Ticketing process and database management to be tested and operational.
- KDF performs clearing and removal of FEMA eligible disaster debris from roads/streets/public rights-of-way, canals/lakes/other waterways.
- Daily planning meetings between KDF/Client will ensure that appropriate zone/sections are prioritized, and that the area is serviced by priority and in full.
- Each load of debris will be recorded and verified as agreed within the joint plan and tickets available to the client in daily/weekly reports. Databases will be closely

maintained and reconciled to ensure they are accurate and available to the client. Once final reconciliation of the truck records has been made a final invoice will be provided.

- Once the first pass, second pass and final pass are completed the site reclamation plan will be put into effect ensuring appropriate restoration of the site.
- All debris, including reduced debris, will be disposed of in line with Federal, State, and local laws and regulations. Any tipping fees can be paid by KDF at the time of disposal and invoiced if required.

DEBRIS COLLECTION

Within 48 hours crews will begin debris collection in line with the County's priorities. Daily meetings between KDF and Polk County will ensure that the area is zoned and prioritized appropriately, and progress will be reported to Polk County at the end of each working day. A typical collection crew will consist of:

- 1 front end loader
- 1 bobcat with grapple
- 3-5 hauling trucks (30-100 cubic yards capacity with operators)
- 1 foreman
- 3-4 laborers and flag persons

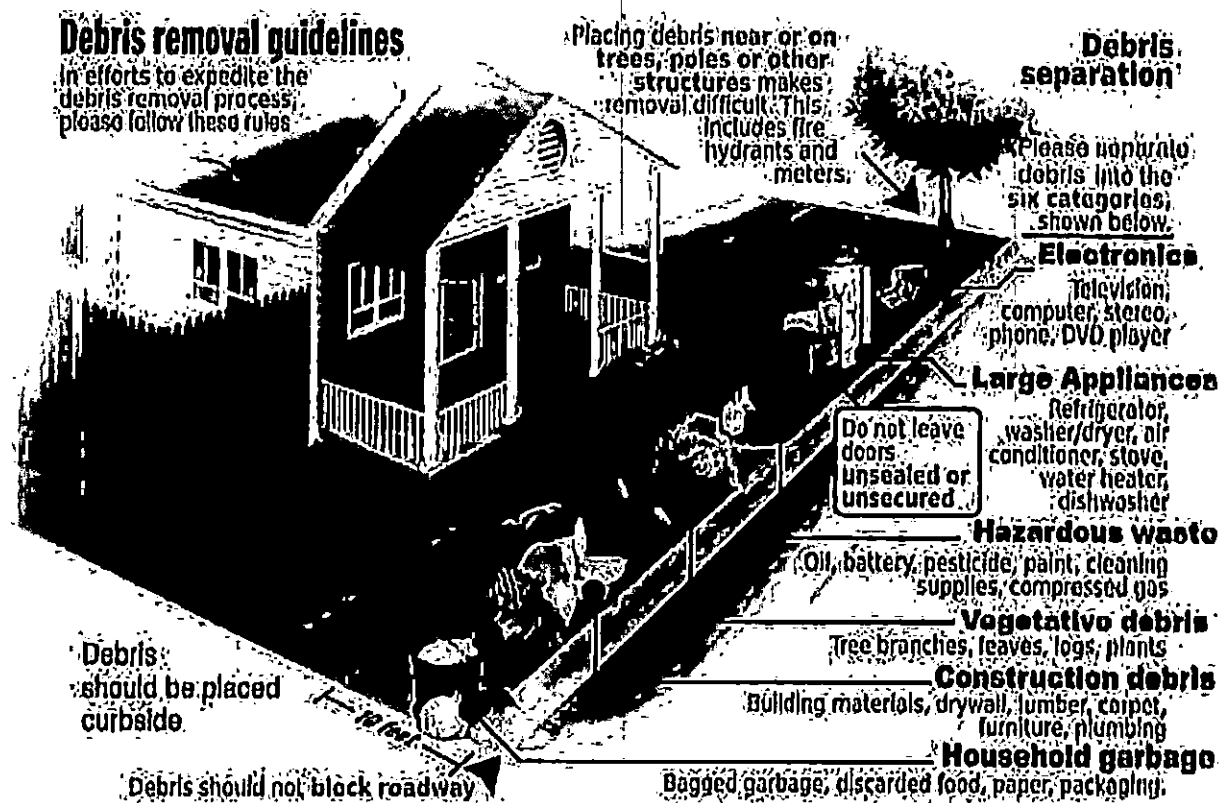
Where possible more efficient self-loading equipment such as a knuckleboom loader will be used, however priority will always be given to using the most appropriate and safe equipment for the conditions. There are circumstances where these are simply too big or unsafe to use and so each locality will be assessed by the field supervisor and serviced with the best crew to ensure the job is completed safely with minimal disruption to local residents and passing traffic.

To ensure completion of the project, multiple passes will be made on an agreed schedule and timeframe and communicated to residents local and businesses to allow full and complete removal and collection of debris. Typically, 3 or 4 passes will be made over the period of the project dependent on size and severity. The number and schedule of passes will be agreed with Polk County to meet the needs of the local community and will be assessed as part of daily planning.



PUBLIC COMMUNICATION

Public communication is an important part of disaster recovery and debris removal processes and KDF will take an active role with Polk County in ensuring that our schedule of work is available to the public, regularly updated and members of our team are readily accessible to the local community. We will provide a weekly debris removal schedule to be advertised in local newspapers and radio stations by Polk County and the content of these messages will be verified with Polk County prior to publication. They will include a description of the work we are completing, an explanation of how debris should be left for collection, what debris is eligible for collection and when it should be left and will be collected as well as where to go for more information.



LOADING AND HAULING

It is the responsibility of all field supervisors to ensure that all trucks and operators are fit for purpose and possess the correct certification and authority to work. All trucks will be inspected, and only pre-approved trucks will be accepted at DMS. Necessary checks will include truck identification and safety, insurance, and cubic yard capacity. Each truck will then be given an identification number, and this will be displayed on both sides of the truck along with its capacity. This process will be monitored by quality control personnel and all trucks will be registered on a database held at the DMS to ensure compliance.



Prior to dispatch, all debris haul operators will receive safety training to include site, personal and public safety as well as standards of working and expectations. Debris operators will be provided with maps of the local area with transport routes and work zones and each day will be given a schedule of zones to haul. It is the responsibility of the debris operator to ensure that documentation is accurately provided to the field supervisor at the end of each day, and this will include daily ticket records along with copies of the load tickets.

Loading and hauling operation essentially involves the pick-up and removal of all FEMA eligible debris from public roads, property, and rights-of-way to an allocated TDRS/DMS and then finally to a disposal site, either directly or after reduction. FEMA eligible debris is covered by the following categories which we will explore in more detail later in this section:

- Vegetative debris (stumps, logs, and limbs)
- Construction and demolition (C&D) debris
- Metallic debris
- White goods (refrigerators, air conditioners, washers, and dryers, etc.)
- Electronics
- Household Garbage
- Hazardous and toxic wastes (HTW) (industrial, commercial, and household)
- Asbestos Containing Material

Debris that does not fit with FEMA or government criteria will not be collected except by special arrangement.

The debris crew will be notified by the field supervisor of their requirements for each day, time, location, specific job details. The debris haul operator/driver will record the number of loads they complete in their zone to feed into the full daily report. Each field employee must ensure that their equipment is safe and functional and report any issues to the supervisor prior to the start of hauling.

Where required **flagmen** will be placed, one on each end of the work area, to manage the flow of traffic past the work area. This will ensure the safety of the hauling crews and the public. It may be necessary to stop the traffic completely at times to move some debris or to move the hauling trucks out of the work area. Safety is always the priority, but any complete blockage of the road will be kept to a minimum to reduce disruption to the road networks.

Trucks waiting to be loaded will be parked in a single line behind the knuckleboom loader and as each truck is filled and leaves the next one moves up so as not to obstruct traffic more than is necessary.



Two laborers may also be part of the crew depending on the location and type of debris and they will support the debris collection by raking and cleaning up the area, ensuring debris is piled appropriately for pick up and may use chainsaws to reduce the size of some large material. They will also support the truck operators and generally help ensure maximum loading and safe pick up of debris.

Once debris is loaded into a hauling truck and the load is determined to be at its maximum, the truck will leave the work site and transport the load to the TDRS for storage, reduction, and finally disposal.

Hazardous Tree, Limb, and Stump Removal

KDF is a fully insured tree care company that adheres to the strict tree care standards established by the Tree Care Industry Association. The KDF Storm Recovery Team have successfully removed over 100,000 trees due to storm damage. Determination on whether a tree, limb or stump is 'hazardous' will be made following the criteria laid out the most recent FEMA guidelines as evidenced in PAPPG (Public assistance program and policy guide)

DÉBRIS REDUCTION

Once debris has arrived at the TDSR and has been segregated then plans for disposal of the debris are put into place. Some of this debris will be transported to relevant recycling facilities or a final disposal site. Vegetative debris is bulky and can consume a significant volume of landfill space if buried, therefore reducing the volume of this debris prior to disposal is important and it may be reduced by as much as 75 percent by mulching or grinding and as much as 90% through burning where appropriate.

At KDF we have a strong focus on recycling and reducing the number of debris that ends up in our landfill sites. We make every effort to find local sources where the resulting mulch can be used for renewable energy, environmental resourcing, and erosion support in the local environment. We also implement a recycling and reduction program for C+D debris. Metal maulers and shredders may be used for metal debris in agreement with Polk County. Concrete, asphalt, and masonry debris can be crushed and used as a base material for road construction. Great care will be taken to seek to recycle all appropriate materials that cannot be reduced at local recycling centers.



Volume reduction by grinding or chipping is typically the method used for reduction of vegetative debris for environmental reasons. The production of wood chips as a source of renewable energy is an environmental advantage to this process which KDF favors over reduction by burning. Reduction by grinding may in some instances be used for C&D debris, however this is prohibited in many areas and so alternative methods will be used. Grinders (horizontal and/or tub-grinders) depending on the site will be used within a designated area at the TDRS.



Safety is of prime importance in these operations and so an exclusion zone around the site will be maintained and a dust control plan in operation to ensure any dust from the grinders does not affect the local community. Any mulch which is produced by the grinding process will be stored appropriately and safely to ensure it does not spontaneously combust.

Volume reduction by burning may be used as a method of reduction only where we are directed to do so by the government or Polk County and will only be carried out within government and state guidelines. This applies to both open air burning and air curtain burning. This process of reduction will not be carried out on any material which is known or suspected to contain potential hazardous compounds such as asbestos. The accident and fire protection plans as well as the site plans will provide strict guidelines for these operations and all personnel working on site must be provided with training and be signed off as competent prior to commencement of burning operations. Both open air and air curtain sites will not be within 1000 feet from any occupied structure and 100 feet from any stockpile of debris.

Ash debris will be removed at the end of each burning cycle, it will be wetted and transferred to a designated ash storage area which will remain at least 100 feet from any debris stockpile. The ash storage area will be purpose built and will ensure no contamination of the local area. Once the storage of ash reaches an agreed quantity it will be assessed in line with the environmental plan prior to removal to an appropriate final disposal site.

Final Disposal of Collected and Reduced Debris

The final destination of the collected debris will very much depend on the nature and type of debris but can be broadly categorized as follows:

Vegetative debris such as trees, stumps and leaves typically make up the largest proportion of storm debris. They can be processed and reduced as described previously, resulting in mulch or ash. KDF can recycle mulch as a fuel product while we will dispose of ash at a center in accordance with federal, state, and local regulations. If this level of processing is not required, then this debris will be compacted in line with FEMA regulations and transported to an agreed disposal site.

Construction and demolition debris (C&D) is another large part of disaster debris and is typically material resulting from damage to homes and other structures. This type of debris may comprise a wide range of materials requiring disposal such as wood, metal, plastic, aggregates, roofing, flooring, tiles, pipes, concrete and more. These materials will be segregated at the TDMS and processed for final disposal in agreement with the County's preferences.

White goods (household appliances), consist of refrigerators, ovens, air conditioners, washing machines etc. Each TDMS site will have a designated area monitored by our safety team where these materials will be safely stored prior to decommissioning (removal of Freon/oils) and disposal at an appropriate disposal site.

EPA approved technicians will ensure that ozone depleting refrigerants, mercury or compressor oils from white goods are collected appropriately. This along with HHW will be individually tracked in line with federal and state requirements.

E-waste generally consists of household or commercial electronic devices such as: phones, computers, laptops, televisions, etc. These items will be segregated and stored safely in a designated area at the TDMS where they will be appropriately processed prior to disposal at an agreed site in line with federal, state, and local guidelines.

HHW (household hazardous waste)—for the purposes of this proposal will include the following:

- Used Oil
- Batteries
- Paint
- Aerosol spray cans
- Pesticides
- Antifreeze
- Fluorescent light bulbs
- Propane tanks (household size)



HHW is defined as having properties that make it potentially harmful to human health or the environment. It is regulated under the Resource Conservation and Recovery Act (RCRA) and includes waste on one of the four hazardous waste lists or waste that exhibits one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity. Each TDMS site will have a lined containment area monitored by our hazard safety team where these materials if inadvertently delivered to a debris management site will be safely stored prior to disposal in accordance federal, state, and local guidelines.

Dead Animals that are inadvertently delivered to a debris management site will be disposed of in line with local regulations. If the County's Animal Service Center cannot accept dead animals because they cannot be properly stored, KDF will take the responsibility to haul the dead animal to the local landfill.

Increasingly newer and more specialized recycling options are being developed and these can be discussed and applied specifically to your requirements.

Where necessary, tipping fees can be paid by KDF and invoiced to the County at project completion.

To keep costs low, we will use existing disposal sites wherever possible and in agreement with Polk County.



At the point of closure of each TDSRS the individual site restoration plan will ensure that we leave each site in an appropriate manner for the local community and the environment.

These sites will have experienced a heavy workload and as such site restoration is an important step. In general, this will involve final removal of all debris and debris storage areas, environmental assessment of any potential hazards and introduction of measures if required and removal of structures such as site offices and monitoring towers.

In addition, restoration of ground cover typically through topsoil and seeding is carried out, all with the aim of returning the area to its pre-disaster condition as far as is possible.



- Once all field work, ticket reconciliation and invoicing are completed KDF can continue to support FEMA reimbursement if required.
- An After-Action Review will be completed across the project team in collaboration with the client and the results shared across both organizations to support further joint working.

To close out the project, KDF will submit a detailed final report summarizing all the disaster activities performed. This will include logs of debris hauled by volume and type, final disposal locations and the amounts of debris for each, and all relevant financials for the project. KDF will continue to work with Polk County and submit any other requested information until everyone is satisfied that the project is closed out and final approval is given. In addition to ongoing reviews throughout the life of the project a detailed After Action Review (AAR) will be carried out at the close of the project to ensure all key learnings and success are captured for ongoing development across KDF and Polk County.



DEBRIS INSPECTION TOWER

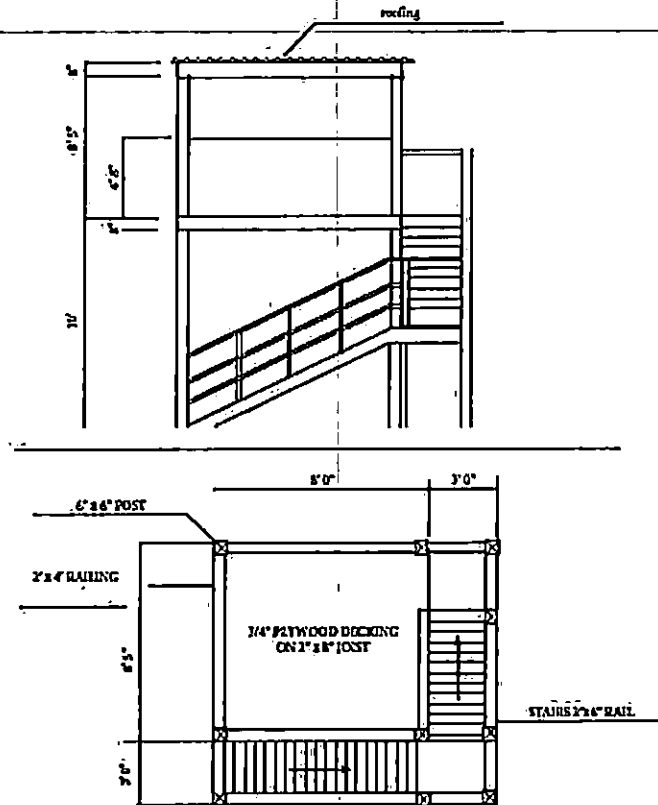




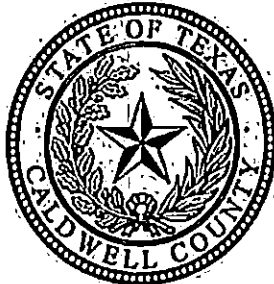




Diagram of FEMA Compliant Monitoring Tower



TESTIMONIALS

 <p>EST. 1978 WIMBERLEY EMERGENCY MEDICAL SERVICE</p>	 <p>MACON-BIBB COUNTY EST. 1822 EST. 2014 FORWARD TOGETHER</p>	 <p>HAYS COUNTY STATE OF TEXAS</p>
<p><i>"KDF were given a very large and overwhelming task and they tackled it without hesitation.</i></p> <p><i>We could not have done it without them. If you are ever in need of heavy equipment operators these guys are the ones to call."</i></p> <p>Wimberley Emergency Medical Service Systems, TX. July 2017</p>	<p><i>"The KDF Team worked diligently to guarantee prompt scheduling and effective debris removal. Their expertise and experience with debris removal processes ensured a quick and efficient response during this stressful time for our community. I highly recommend their services."</i></p> <p>Bibb County EMA, AL. Aug 2021</p>	<p><i>"KDFs experience and knowledge made the debris collection process very effective.</i></p> <p><i>During recovery, citizen demands were acute. KDF did an excellent job balancing demands in the field with the scope of work and illustrated that it knows how to work effectively within the system..</i></p> <p><i>KDF and its team showed unmatched professionalism and integrity. I highly recommend KDF."</i></p> <p>Hays County, TX. Aug 2017</p>

		
<p><i>"While Bastrop went through some very trying times, with the PPDR program and Endangered Species Act, Wade Kilpatrick and Peter Sander not only met every requirement, but exceeded any expectations Bastrop County had from a contractor."</i></p> <p>Bastrop County Engineer, TX. 2012.</p>	<p><i>"They (KDF) are highly qualified, show high levels of integrity in their interactions with clients and the public. They are highly experienced in their field, and I would recommend KDF for future projects."</i></p> <p>Caldwell County, TX. July 2017</p>	<p><i>"The KDF team's work during this stressful time was superb. Their skill and experience are excellent, and I give my highest endorsement."</i></p> <p>City of San Marcos, TX. July 2017</p>
		
<p><i>"Their coordination with all stakeholders involved was unmatched on this project. Not only was KDF's work outstanding, but their customer service and approach was unparalleled. KDF went out of their way to accomplish the mission as quickly as possible, all while ensuring stakeholders were fully informed and comfortable with what they were doing. KDF provided exceptional emergency response services. Their willingness to do whatever was needed to get the farmer back to 'regular life' in a timeframe that was most advantageous both to the farmers and the government was unmatched by any other contractor. KDF Provided 'out of the box' thinking and provided alternative solutions to our needs which ultimately led to substantial savings for the Federal Government."</i></p> <p>USDA, Iowa Bird Flu 2016</p>		





Frontier Bank
of Texas

February 25, 2023
KDF Enterprises, LLC
370 Mountain View Rd
Springville, AL 35146

Re: Reference Letter

To: Purchasing Agent

KDF Enterprises has been a customer of Frontier Bank of Texas for 6 years. KDF has a checking account with an average yearly balance of \$300M+, 0 NSF's. KDF also has a commercial Line of Credit with an available balance of \$3.0MM, always paid as agreed.

Should you have any further questions please contact me at 512-281-1500.

With my best,

A handwritten signature in black ink that reads "Ashley Cook".

Ashley Cook
AVP, Relationship Coordinator
Frontier Bank of Texas
512.281.1500
acook@frontierbankoftexas.bank



March 14, 2023

KDF Enterprises, LLC
370 Mountain View Road
Springville, AL 35146

RE: Bonding Capacity

To Whom it May Concern:

I am pleased to advise you that it has been the privilege of our agency to provide surety bonds for KDF Enterprises, LLC. We have a bond program set up for KDF Enterprises, LLC, through The Western Surety Company, an A, A+ AM Best Rated Carrier, that provides them with a bonding capacity of \$15,000,000 single and \$50,000,000 aggregate.

We stand ready and able to issue bonds for this contractor at any time. Of course issuance of final bonds will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the receipt of current financial information, acceptability of the contract documents, bond forms, and financing. The Surety and Cadence Insurance along with their agents and owners assume no liability to your or any third party for failure to issue any bonds.

We highly recommend KDF Enterprises, LLC. If you have any questions or would like to discuss further, please feel free to call me at 1-800-356-3083.

Respectfully,

A handwritten signature in cursive script that reads "Patrick Mason".

Patrick Mason
Surety Account Executive

TAB 3

ADDITIONAL INFORMATION



ADDITIONAL INFORMATION

We take pride in maintaining the highest levels of safety, quality, and integrity in all our services and operations. KDF management has been involved in over 200 disaster projects throughout the US.

Our senior management team has developed an approach for responding to disasters that places it ahead of the industry. This approach governs the daily activities of KDF and is rooted in the following five principles:

- **Responsiveness:** We respond with a sense of urgency to satisfy our client's needs.
- **Innovation:** We strive to implement creative solutions that wholly satisfy the project's issues.
- **Safety:** We define ourselves by the safety of our employees and the communities where we work.
- **Competitiveness:** We offer a great value service that balances cost with performance ensuring we complete each project on time and on budget.
- **Ethical:** We approach each client and project with the highest regard for ethical standards and place honesty and integrity at the heart of what we do.

Our management team has a thorough understanding of the policies and procedures suggested and/or required by FEMA for reimbursement following major disaster declaration, and we can confidently support and navigate our customers through the process.

REFERENCES

PROJECT	AMOUNT	SCOPE	POINT OF CONTACT
Bibb County Tornado <i>June - July 2021</i> Bibb County, AL	\$1,347,354	Debris Removal, DMS Management and Reduction 118,189 CY	Kirk Smith, EMA Director 157 SW Davidson Drive Centreville, AL 35042 bcema@bibbal.com 205-926-3113
Lee County Tornado <i>March - June 2019</i> Lee County, AL	\$1,778,000	Management of all debris related services; debris removal, collection, and disposal	Robert Ham, Lee County Commissioner 215 S 9th St, Opelika, AL 36801 roberthamcommissioner@yahoo.com 334-319-0691



		169,204 CY; 6,341 tons; 623 leaners; 1114 hangers.	
Waterway Debris Removal / Hurricane Florence <i>Sept. 2018 to Feb. 2019</i> City of Lumberton, NC	\$2,100,000	Management of all debris related services; waterway debris removal, collection, and disposal.	Robert Armstrong, Director of Public Works 500 N Cedar St, Lumberton, NC, 28359 rarmstrong@ci.lumberton.nc.us 910-734-9851
		46,000 CY & 2500 T C&D.	
Hurricane Maria <i>Sept. 2017 - May 2018</i> E&N; Puerto Rico	\$7,304,277	Management of all debris related services; debris removal, collection; DMS site management and disposal.	David Eblen Project Lead RPF Emergency Services, LLC 2901 Seventh St Tuscaloosa, AL 35401 dhetiger9403@gmail.com 251-379-0599
Hurricane Irma <i>Sept. 2017 - April 2018</i> Brunswick, GA, Ft. Lauderdale, Miami, N. Miami Beach, N. Miami, Fernandina Beach, Monroe County, Orlando, St. Augustine and Surfside, FL	\$15,924,334	Management of all debris related services; debris removal, collection, DMS site management and disposal.	
		1,685,064 CY debris, >47,659 leaners/hangers	
Hurricane Harvey <i>Aug. 2017 - April 2018</i> Harris County, Houston; Aransas Pass, Bellaire; Humble, Jefferson County, Port Aransas, and San Marcos, TX	\$22,997,290	Management of all debris related services; debris removal, collection, DMS site management and disposal.	
		>2,000,000 CY.	



Texas Floods <i>June to Nov. 2015</i> City of San Marcos, TX	\$365,998	Management of ROW debris collection and removal services due to flood damage	Amy Thomaides, Community Manager City Hall, 630 East Hopkins, San Marcos, TX, 78666 athomaides@sanmarcostx.gov 512-393-8419
Texas Floods <i>June 2015 to Jan. 2016</i> City of Wimberley, TX	\$657,554	Management of debris removal and disposal services due to flood damage	Cathy Montgomery, Operations Director PO Box 33, Wimberley, TX, 78676 ems@wimberleyems.com 512-847-2526
Texas Floods <i>July 2015 to Nov. 2016</i> Caldwell County, TX	\$175,599.00	Management debris removal and disposal services due to flood damage	Jordan Power, Assistant District Attorney 1703, S. Colorado St; Box 5 Lockhart, TX 78644 Jordanpower.co.caldwell.tx.us 512-398-1811
Texas Floods <i>June 2015 to Jan. 2016</i> Hayes County, Texas	\$137,298.10	Debris removal, reduction, and disposal services for flood related debris	Mark D. Kennedy, Gen. Counsel 111 East San Antonio St, Ste 202 San Marcos, TX 78666 Mark.kennedy@co.hays.tx.us 512-393-2219

KEY PERSONNEL

At KDF we pride ourselves on delivering within the agreed timeframe, and we have never defaulted on any project for time mismanagement or any other reason. We have a dedicated team identified for this project and are committed to maintaining the same project manager throughout the project's entirety to ensure all agreed milestones are met.

Having worked on every major hurricane since 2003, as well as other disasters, our senior leadership team has spent many years practicing and perfecting communication channels and organizational structures which drive success. Communication and accountability are at the core of these processes, along with structured and developed project management. At all stages of the project, we use a RACI model (Responsible, Accountable, Consulted, Informed) to drive project progress by ensuring that everyone is accountable and understands their own responsibilities. We have found this a great way to communicate both internally and with the entities we work with and leads to very clear coordination of activities, distribution of information across organizations and, ultimately, project success.



The percentage of time availability for each team member will be dependent on the size and scale of the project and what is needed to ensure successful completion within the agreed time scales. The Project Manager and the local project team will be 100% dedicated to the project with appropriate time allocation for the support service functions. This will be agreed with the County at the outset of the project. *See attached resumes of KDF key personnel.

Wade Kilpatrick, Chief Executive Officer

Mr. Kilpatrick is the president and founder of KDF Enterprises, LLC. Mr. Kilpatrick has an intimate understanding of all aspects of emergency response activities from both the contractor and monitoring perspective. Mr. Kilpatrick is experienced in all aspects of disaster planning and recovery, including mobilizing response teams, permitting debris sites, staging logistics and Federal Emergency Management Agency (FEMA) compliance monitoring protocol and reimbursement policies. He also provides private property Right of Entry administration, waterways clean-up and beach remediation services. Throughout his disaster recovery work, Mr. Kilpatrick has developed substantial knowledge of federal, state, and local regulations pertaining to solid waste management, hazardous waste management, FEMA, Department of Transportation (DOT), Florida Department of Labor (FDOL), Occupational Safety and Health Administration (OSHA) and Federal Highway Administration (FHWA) regulations, policies, and reimbursement processes. He has an extensive understanding of the evolution of FEMA regulations, protocols, processes, and guidance with respect to homeland security, disaster preparedness, response, and recovery. Mr. Kilpatrick brings a wealth of knowledge of the FEMA PA Program as well as funding programs through other agencies such as FHWA, NRCS, HUD, etc.

Marc Watkins, Vice President of Operations

Mr. Watkins has over 30 years of experience in leadership, management, and operations. After obtaining a B.S. degree in Finance from the University of South Alabama, he spent 25 years in the commercial construction industry honing his skills successfully planning, estimating, and managing over \$100 million in commercial construction and development. In 2008, Mr. Watkins was introduced to the Emergency Response and Recovery industry through managing and successfully closing out a \$78 million dollar project as part of the BP Oil Spill Response. Since that project, he has been an integral part of planning, estimating, or managing emergency response projects for the 2014 Winter Ice Storm in South Carolina, the 2015 Flood in Baton Rouge, Hurricane Matthew in 2016, Hurricane Hermine in 2016, Hurricane Harvey in 2017, Hurricane Irma in 2017, tornado response in Calhoun County, Alabama in 2018, Hurricane Michael in 2018, Hurricane Laura and Delta in 2020, and tornado response in Bibb County, Alabama in 2021. Mr. Watkins joined the KDF team in 2020, bringing a wealth of experience in construction management, emergency response, and business management.



Troy King, Chief Operating Officer

Troy has over 27 years of experience in law and state government. Troy has held various state positions in Alabama, including Legal Advisor and Interim Chief of Staff to the Governor. Later, he became the youngest Attorney General ever elected in the State of Alabama, serving from 2004 to 2011. During his time in office, Troy's expert critical thinking skills and legal experience allowed him to resolve multiple long-term suits, saving the State millions of dollars in litigation. Troy now serves as Chief Operating Officer for KDF Enterprises, LLC, using his many years of legal experience to help define and shape future opportunities for KDF and guarantee each client and project is approached with the highest regard for ethical standards.

Wanda Rivera, Chief Financial Officer

Wanda Rivera is an experienced and completely bi-lingual (English, Spanish) Certified Public Accountant, Attorney, and Certified Internal Auditor, proficient in finance and managerial accounting, budgeting, administration, human resources, financial analysis, negotiations, and planning.

Peter Sander, Subcontractor Manager

Peter is a project manager and operations manager for KDF Enterprises, LLC. Peter provides a unique perspective on debris management as he has 12 years of experience consulting with various cities and counties throughout the country. His previous role was assisting municipalities in contract and administrative management to help ensure his clients full reimbursement. Since moving over to the actual debris field operations, Peter manages crews with an expectation of accuracy and helping eliminate any concerns for client reimbursement. Peter will provide Federal Emergency Management Agency (FEMA)-related guidance and public assistance if required during times of activation. Through his experience with operations and FEMA compliance, he has a thorough understanding of emergency debris removal. His knowledge has allowed KDF to expedite field operations, due to the understanding and expectations of the client or its representative.

Bryce Fletcher, Operations Manager

Professional experience has included various field engineering requirements for utility, natural disaster, and non-disaster work, including contract administration, quality control, requirements analysis, change order implementation, reporting compliances, management of field personnel, crew supervision, equipment maintenance, liaison with contracting officers, and other related functions. Performance has required in depth knowledge of the many guidelines found in the contracting, quality control and safety and accident prevention programs, of respective companies, where employed, and the safety and health manuals and regulations for the various local, state, and federal governmental organizations contracting with the respective firms. In addition, a working knowledge of the Federal



Acquisition Regulations (FAR) and the Defense Supplement to the FAR, ANSI -Z133 and all OSHA requirements in overall job performance, has been cultivated over the many years of performing in this line of work:

Bob Droke, Director of Contract Administration

Bob has over 30 years of experience in contract administration and operations management for disaster response/debris removal projects. His expertise in debris removal planning and operations, including state, local, and federal regulations and compliance make him a valuable advisor to management in all aspects of the disaster recovery process. He joined KDF's team in 2020 as Director of Contract Administration and is responsible for implementing accounting and administrative changes, as well as advising on contract proposals, negotiations, and presentations, and oversight of administrative and planning functions.

Michael Calhoun, ANFI, CGA, CFGA, Project Manager

Michael has 30 years of experience in the construction industry including residential, commercial, institutional, marine, and industrial. He has managed construction projects in excess of \$10 million dollars, such as the construction of Gautier High School in Gautier, MS and Gulf Telephone in Foley, AL. In 2005, Michael began working with an adjusting firm located in Mobile, AL with the estimating of insurance claims for Hurricane Wilma. For several years, the construction and adjusting fields overlapped. In October 2012, he managed a team of flood adjusters for Hurricane Sandy and went on to own and operate his own firm through 2019, where he successfully facilitated \$300 million in insurance claims payments. Michael joined the KDF team in 2021 bringing his skills, knowledge, and experience in construction and insurance claims management.

Bruce Parnell, Safety Manager

Bruce has 20 years of experience in management and safety training. He is currently working to further his knowledge by obtaining a Bachelor of Science in Occupation Health and Safety with Columbia Southern University. Bruce has worked in all aspects of construction, oil & gas, chemical, mining, and power generation facilities. He has and continues to develop safety training programs and to train workers in all aspects of safety, specializing in Safety Culture development training. He has extensive experience in traveling overseas and working with companies to ensure compliance with foreign regulations. Bruce has mitigated and managed federal and state regulatory inspection from OSHA, Cal-OSHA, AMSI, MSHA, DEQ, EPA, and DOT. Also, developed EHS and Quality programs and implemented programs at multi-site locations for companies that perform work worldwide with offices on several continents. Bruce joined KDF Safety in 2021 as Safety Director and brought a great amount of experience and knowledge with numerous certifications.



Tim Barna, Project Manager

Tim joined the KDF team in 2019 and brings wealth of financial and leadership experience to the senior leadership team. He is responsible for oversight of the financial and procurement functions of the organization reporting directly to the CEO.

LICENSES AND CERTIFICATIONS

KDF key personnel are familiar with various rules and regulations which pertain to emergency response operations and FEMA reimbursement and are available to provide as much support and assistance as required before, during and after the recovery process to ensure full reimbursement for our clients. All our management team and our FEMA liaison officers have taken formal FEMA certified training and are also able to provide in-house training to whatever level required.

KDF is also a licensed General Contractor in Alabama, North Carolina, South Carolina, Louisiana, Mississippi, and Washington. The following is a list of certifications held by KDF key personnel.

CERT	DESCRIPTION
IS-00003	Radiological Emergency Management
IS-00005.a	An Introduction to Hazardous Materials
IS-00007	Citizen's Guide to Disaster Assistance
IS-00008.a	Building for the Earthquakes of Tomorrow
IS-00010	Animals in Disaster, Awareness and Preparedness
IS-00011	Animals in Disaster, Community Planning
IS-00015.a	Special Events Contingency Planning for Public Safety Agencies
IS-00018	Equal Employment Opportunity (EEO) for Employees
IS-00019	Equal Employment Opportunities for Supervisors
IS-00020.11	Diversity Awareness
IS-00021.11	Civil Rights and FEMA Disaster Assistance
IS-00022	Are You Ready? An In-depth Guide to Citizen Preparedness
IS-00026	Guide to Points of Distribution
IS-00031	Mitigation eGrants for the Grant Applicant
IS-00033.11	FEMA Initial Ethics Orientation 2011
IS-00035.11	FEMA Safety Orientation 2011
IS-00055	Household Hazardous Materials a Guide for Citizens
IS-00075	Military Resources in Emergency Management
IS-00100	Introduction to the Incident Command System, ICS-100
IS-00100.pwb	Introduction to the Incident Command System, ICS-100 for Public Works
IS-00100.FWa	Introduction to the Incident Command System, ICS-100 for Federal Workers



IS-00100.SCa	Introduction to Incident Command System ICS-100 for School
IS-00102	Deployment Basics for FEMA Response Partners
IS-00111	Livestock in Disaster
IS-00120.a	An Introduction to Exercises
IS-00130	Exercise Evaluation and Improvement Planning
IS-00139	Exercise Design
IS-00197:EM	Functional Needs Planning Considerations for Emergency Management
IS-00200.b	ICS for Single Resources and Initial Action Incidents, ICS-200
IS-00208	State Disaster Management
IS-00230	Principles of Emergency Management
IS-00235	Emergency Planning
IS-00240	Leadership & Influence
IS-00241	Decision Making & Problem Solving
IS-00242	Effective Communication
IS-00244	Developing and Managing Volunteers
IS-00250	Emergency Support Function 15 (ESF14) External Affairs
IS-00253	Coordinating Environmental & Historic Preservation Compliance
IS-00279	Retrofitting Flood Prone Residential Structures
IS-00288	Role of Voluntary Agencies in Emergency Management
IS-00292	Disaster Basics
IS-000293	Mission Assignment Overview
IS-00301	Radiological Emergency Response
IS-00302	Modular Emergency Radiological Response Transportation Training
IS-00033.17	FEMA Initial Ethics Orientation 2011
IS-00035.17	FEMA Safety Orientation 2011
IS-00324	Community Hurricane Preparedness
IS-00340	Hazardous Materials Prevention
IS-00346	Hazardous Materials for Medical Personnel
IS-00362	Multi-Hazard Emergency Planning for Schools
IS-00393.a	Introduction to Hazard Mitigation
IS-00394.a	Protecting Your Home or Small Business from Disaster
IS-00520	Introduction to Continuity of Operations Planning for Pandemic Influenza
IS-00546	Continuity of Operations (COOP) Awareness Course
IS-00547	Introduction to Continuity of Operations (COOP)
IS-00548	Continuity of Operations (COOP) Manager
IS-00630	Introduction to the Public Assistance Process
IS-00632.a	Introduction to Debris Operations
IS-00633	Debris Management Plan Development
IS-00650	Building Partnerships in Tribal Communities
IS-00700	National Incident Management System (NIMS), An Introduction
IS-00701	NIMS Multi-Agency Coordination System



IS-00702	NIMS Public Information Systems
IS-00703	NIMS Resources Management
IS-00704	NIMS Communications and Information Management
IS-00706	NIMS Intrastate Mutual Aid; an Introduction
IS-00775	EOC Management and Operations
IS-00800.D	National Response Plan (NRP), an Introduction
IS-00801	Emergency Support Function (ESF) #1 Transportation
IS-00802	Emergency Support Function (ESF) #2 Communications
IS-00803	Emergency Support Function (ESF) #3 Public Works and Engineering
IS-00804	Emergency Support Function (ESF) #4 Firefighting
IS-00805	Emergency Support Function (ESF) #5 Emergency Management
IS-00806	Emergency Support Function (ESF) #6 Mass Care, Emergency Assistance, Housing, Human Services
IS-00807	Emergency Support Function (ESF) #7 Logistics Management/Resource Support
IS-00808	Emergency Support Function (ESF) #8 Public Health and Medical Services
IS-00809	Emergency Support Function (ESF) #9 Search and Rescue
IS-00810	Emergency Support Function (ESF) #10 Oil and Hazardous Materials Response
IS-00811	Emergency Support Function (ESF) #11 Agriculture and Natural Resources
IS-00812	Emergency Support Function (ESF) #12 Energy
IS-00813	Emergency Support Function (ESF) #13 Public Safety and Security
IS-00814	Emergency Support Function (ESF) #14 Long-Term Community Recovery
IS-00820	Introduction to NRF Support Annexes
IS-00821	Critical Infrastructure and Key Resources Support Annex
IS-00836	Nuclear/Radiological Incident Annex
IS-00860.a	Introduction to the National Infrastructure Protection Plan (NIPP)
IS-00870	Dams Sector: Crisis Management
IS-00907	Active Shooter: What You Can Do
IS-01900	National Disaster Medical System (NDMS) Federal Coordinating Center Op.
TCIA CTSP	Certified Tree Care Safety Professional Certification
TCIA	Certified Tree Worker Safety Professional Certification
TCIA	Electrical Hazards Awareness
USACE	Certified Quality Control
USACE	Safety Guidelines Class
TCIA	Chipper Operator Certification
TCIA	Tree Climber Specialist Certification
OSHA	Blood Borne Pathogens
TCIA	Qualified Crew Leader Certification
TCIA	Certified Chainsaw Safety Professional Certification
OSHA-510	40 Hour Construction Safety



OSHA-30	30-Hour Construction Safety and Health
OSHA	HAZWOPER 40 Plus Hours
OSHA-7600	Disaster Site Worker
OSHA-10	Construction Safety 10-Hour
NCCER	Construction Site Safety
OSHA-500	Train the Trainer – OSHA Compliant Safety Trainer
NCCCO	NCCCO Train the Trainer Medium Equipment Operator
PEC	Safe Land, Safe Bakken, Safe Gulf.
PEC	H2S Clear
PEC	Safe Supervisor
ASI CPR/AED	American Safety Institute CPR/AED/First Aid- Adult and infant
CGA	Certified General Adjuster
CFGA	Certified Flood General Adjuster
ANFI	Associate National Flood Insurance
IIGRC	Water Damage Restoration Technician



FEMA



COMPLIANCE STANDARDS AND PROCEDURES

At KDF our goal is to provide knowledgeable, dependable, and flexible solutions to meet the needs of our customers while maintaining the highest levels of ethical conduct and compliance. We have set high professional standards for ourselves and our contractors which run through every aspect of what we do. These are at the core of our employee training commitments to ensure that all our employees are not only highly competent in their individual roles but also that they are experts in our company policy and ethos. We expect this to be demonstrated in all our interactions with colleagues, customers, and the public.

Our chief compliance officer is part of our senior management team to ensure that these standards are incorporated into every area of the company. We pride ourselves on the honesty and integrity of our employees and our compliance procedures and standards coupled with our employee training keeps us all accountable with every action every day.



QUALITY CONTROL

For every project, a specific quality control plan will be developed, and this will outline the QC organization, roles and responsibilities, subcontractor roles and responsibilities, documentation requirements, detailed project milestones, monitoring procedures, close out procedures, issue management and termination procedures. All employees and subcontractors must adhere to the QC program and our QC lead will be onsite to monitor adherence throughout the project.

A strict and formal set of QC procedures are developed for every project to ensure that documentation procedures are appropriately implemented resulting in the highest quality of data made available. Daily quality control reports are completed and circulated to the client and the PM and QC lead will monitor the information in these daily reports to ensure accuracy of data and adherence to the agreed QC plan. All this data will ensure that the project is on track both in terms of progress against milestones and quality of data produced and that this is communicated to the client at an agreed frequency.

SAFETY PROCEDURES

The safety of our employees and the public are critical aspects of any project and as such safety and hazard procedures are incorporated into every part of our project plans led by our corporate safety plan. Each individual project and customer will be provided with a project specific safety plan developed in accordance with all appropriate safety regulations. All our employees receive formal training on our corporate safety plan as well as project specific training which is carried out at project induction. Each employee is required to maintain a minimum 40 OSHA certification level and receives bonuses based on their individual safety achievements.

Our aim is to provide a safe work environment to protect all personnel and property throughout the project, minimize/eliminate any potential hazards, ensure all employees are safe and competent to complete their obligations, provide continual monitoring on safety practices throughout the project and ensure any accidents are dealt with appropriately.

Communication is critical to the successful implementation of these procedures; this is outlined in our corporate communication plan to ensure that ongoing safety practices are reviewed daily.



EMPLOYEE TRAINING

At KDF we know that our employees are our greatest asset and so investment in appropriate training to ensure that we can offer the best possible service to our customers is essential. We have an in-house training program that all employees are required to complete which includes topics such as safety, compliance, quality, and responsibility. Our first responders are a critical part of our disaster management services and so training and regular practice and updates to this training drive part of their personal training plans.

In addition, all appropriate staff complete ongoing industry and professional development training every year as outlined in their personal development plans. Our corporate training plan allows us to focus the training of our employees to ensure that we have qualified staff with expertise in our core business.

Employee personnel records are continually reviewed to ensure that at project initiation all qualifications, licenses and training are up to date and employees are ready for work. Employee background checks are carried out on all new employees; this is an important requirement of working for and representing KDF. We use E-Verify as part of our employee management process.

EQUAL OPPORTUNITIES

KDF is an equal opportunity employer and recruiting decisions are made on skill, experience, and suitability for the role along with business need and not on race, gender, color, age, religion, sexual orientation, national origin, ancestry, marital status, veteran status, politics, or any other factor protected by law.



MARC WATKINS

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Mobile, AL

VICE PRESIDENT OF OPERATIONS

MARC WATKINS, Vice President of Operations, has over 30 years of experience in leadership, management, and operations. Mr. Watkins spent 25 years in the commercial construction industry honing his skills of successfully planning, estimating, and managing over \$100 million in commercial construction and development. In 2008, Mr. Watkins was introduced to the Emergency Response and Recovery industry through managing and successfully closing out a \$78 million dollar project as part of the BP Oil Spill Response. Since that project, he has been an integral part of planning and managing emergency response projects, including hurricanes, tornados, floods, ice storms, and various other events. Mr. Watkins joined the KDF team in 2020, bringing a wealth of experience in construction management, emergency response, and business management.

NOTABLE EXPERIENCE

Tornado Event (2023) – Selma, AL
 Hurricane Ian (2022) – Cape Coral, FL
 Hurricane Ida (2021) – Houma, LA
 Waterway Debris Removal (2018 to 2021) – Robeson Co, NC
 Tornado Event (2021) – Bibb Co, AL
 Hurricanes Laura/Zeta (2020) – Jefferson Davis Parish, LA
 Hurricane Michael (2018) – Holmes Co, FL
 Tornado Event (2018) – Calhoun Co, AL

Hurricane Irma (2017) – Miami; Monroe Co; Miami-Dade Co, North Miami, North Miami Beach, FL
 Hurricane Harvey (2017) – Harris Co, Jefferson Co, TX
 Hurricane Hermine (2016) – Leon Co, FL
 Hurricane Matthew (2016) – Green Co, Hyde Co, NC
 Flooding Event (2015) – Baton Rouge, LA
 Winter Ice Storm (2014) – South Carolina DOT

KEY EXPERTISE

Operations Management Project
 Management Business Development
 Estimating
 Debris Management Site Operations FEMA Compliance
 Waterway Debris Removal
 Debris Management
 Private Property Debris Removal Client Relations
 Construction

TRAINING & CERTIFICATIONS

FEMA Certifications
 AL GC Debris Removal, Tree Removal, Building Construction, Residential Building Contractor
 NC GC Building
 LA GC Building Construction, Heavy Construction
 LA Residential Building Contractor
 WA GC Construction



JOSH GILL

VP OF EMERGENCY RESPONSE

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Montgomery, AL

Mr. Gill has 15 years of emergency management experience. During his career, he has served as Director of Emergency Management for the Louisiana Department of Agriculture and Forestry (LDAF), as well as the Louisiana Department of Children and Family Services (DCFS). He directed operations surrounding the ESF 11 operations in response to several major storms, including Hurricanes Katrina, Rita, Gustav, and Ike, as well as numerous flooding events in the State of Louisiana. While with LDAF, Mr. Gill coauthored the Louisiana State Emergency Response Plan to develop the evacuation and sheltering plan for companion animals and was instrumental in the development and passing of legislation that mandated evacuation and sheltering resources for companion animals when a disaster strikes.

In 2009, Mr. Gill was named the Mass Care Lead for the State of Louisiana. During his years of experience, he has served in various capacities of disaster response planning and operations for many disasters, including assisting in the development of a new sheltering plan for Louisiana. This plan was exercised annually for training purposes and was utilized during the BP Oil Spill and Hurricane Isaac disaster response in 2012. In addition, he was requested by NYC Emergency Management as a Mass Care SME to assist in the response to Superstorm Sandy.

NOTABLE EXPERIENCE

- Tornado event, Selma, AL (2023)
- Hurricane Ian (2022)
- Hurricane Ida (2021)
- Hurricane Barry (2020)
- Hurricane Laura (2020)
- Hurricane Dorian (2019)
- COVID-19 Response (2020-22)
- Catastrophic Flood Events (2018-2022)
- EBOLA/H1N1/Swine Flu
- CA/OR/CO Wildfires (2018-2022)
- KY/TN/MS Tornadoes (2018-2022)
- Superstorm Sandy (2012)
- Hurricane Isaac (2012)
- Deepwater Horizon Oil Spill (2010)
- Hurricane Ike (2005)
- Hurricane Gustav (2005)
- Hurricane Katrina (2005)

KEY EXPERTISE

Business Development
 Emergency Preparedness
 Project Management
 Safety Management Systems
 Client Relations
 Regulatory Compliance
 FEMA Mass Care

TRAINING & CERTIFICATIONS

American Red Cross
 FEMA IS Certifications
 Certified ICS Trainer
 Louisiana Emergency Manager



TROY KING

CHIEF OPERATING OFFICER

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Montgomery, AL

Mr. King, Chief Operating Officer of KDF Enterprises, LLC, has over 27 years of experience in law and state government. Mr. King is a graduate of Troy University, graduating summa cum laude with a bachelor's degree. He then earned his Juris Doctorate from the University of Alabama School of Law.

Troy began his career as Assistant Legal Advisor to Alabama Governor Fob James, Jr. in 1995. By the end of the James Administration, Troy had held a variety of positions including a brief stint as Interim Chief of Staff and had developed a working knowledge of State government. In 1999, Troy joined the Alabama Attorney General's Office where he started as an Assistant Attorney General, serving as in-house counsel to Lieutenant Governor Steve Windom, and drafting opinions to city, county, and state government officials.

In 2002, Troy returned to the Governor's Office as Legal Advisor to Governor Bob Riley. Three years later, Troy was tapped to fill a vacancy in the Attorney General's Office and became the youngest Attorney General in the country. Two years later, he was elected as Alabama's Attorney General for four additional years. During his tenure, Mr. King oversaw the largest law firm in Alabama, the Attorney General's Office, managing Alabama's legal affairs, overseeing dozens of lawyers and support staff, and managing a multimillion-dollar budget. His expert problem-solving skills and experience allowed him to resolve multiple long-term suits, saving millions of dollars in litigation for the State.

Mr. King now serves in a key role on the KDF leadership team, using his extensive network of relationships to define and shape KDF's future and to guarantee each client is treated with respect and each project is approached with the highest regard for ethical standards.

KEY EXPERTISE

Alabama Attorney General (2004-2011)

State Government Administration

Regulatory Compliance

Client and Public Relations



WADE KILPATRICK

CHIEF EXECUTIVE OFFICER

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Springville, AL

WADE KILPATRICK is the Chief Executive Officer and Founder of KDF Enterprises, LLC. Mr. Kilpatrick has an intimate understanding of all aspects of emergency response activities and is experienced in all aspects of disaster planning and recovery, including mobilization, permitting, logistics, and FEMA compliance and reimbursement. Throughout his disaster recovery work, Mr. Kilpatrick has developed substantial knowledge of federal, state, and local regulations pertaining to solid waste management, hazardous waste management, FEMA, Department of Transportation (DOT), and Occupational Safety and Health Administration (OSHA). He has an extensive understanding of the evolution of FEMA regulations, protocols, processes, and guidance with respect to homeland security, disaster preparedness, response, and recovery and has a wealth of knowledge of the FEMA PA Program as well as funding programs through other agencies such as FHWA, NRCS, & HUD.

NOTABLE EXPERIENCE

Tornado Event (2023)	Puerto Rico TuHogar Reñase, Home Restoration Project (2018)
Hurricane Ian (2022)	Hurricane Irma (2017)
Hurricane Ida (2021)	Hurricane Harvey (2017)
Utility Line Veg Management, PG&E (2019 to 2023)	Louisiana Floods (2016)
Wildfire Tree Removal, Glass and LNU Fires (2020-2021)	NC/SC Ice Storms (2014)
Hurricanes Matthew/Florence (2018-2021)	Bastrop County Wildfires (2011)
Tornado Event, Bibb County, AL (2021)	Hurricane Irene (2011)
Hurricanes Laura & Zeta (2020)	Hurricane Ike (2008-2010)
Hurricane Florence (2018)	Hurricane Ike (2008)
Tornado Event, Calhoun County, AL (2018)	Hurricane Wilma (2005-2006)
Hurricane Maria (2018)	Hurricane Katrina Residential Demolition (2005)

KEY EXPERTISE

Public Assistance Projects
 FEMA Project Worksheet Development
 Supervising Field Operations
 FEMA Appeals Support
 FEMA Compliance Monitoring and Auditing Oversight
 Collection/Disposal Monitoring
 Private Property Debris Removal Administration
 Waterway Cleanup

TRAINING & CERTIFICATIONS

OSHA 510: 40-Hour Construction Safety
 OSHA 40-Hour HAZWOPER
 OSHA 7600 Disaster Site Worker
 OSHA 10-Hour Construction Safety
 IS-00700



PETER SANDER

SUBCONTRACTOR MANAGER

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Mobile, AL

Mr. Sander is a project manager and operations manager for KDF Enterprises, LLC. Mr. Sander provides a unique perspective on debris management as he has 12 years of experience consulting with Cities and Counties across the country. His previous role was assisting municipalities in contract and administrative management to help ensure his clients full reimbursement. Since moving over to the actual debris field operations, Mr. Sanders manages crews with an expectation of accuracy and helping eliminate any concerns for client reimbursement. Mr. Sander will provide Federal Emergency Management Agency (FEMA) related guidance and public assistance if required during times of activation.

Through his experience with operations and FEMA compliance, Mr. Sander has a thorough understanding of emergency debris removal. His knowledge has allowed KDF to expedite field operations, due to the understanding and expectations of the client or its representative. Mr. Sander's experience in mobilizing equipment and field teams to assess the devastated areas including public property, private property, water ways ensures that our clients have the most up to date information. Mr. Sander has maintained appropriate equipment and staff more than 500 pieces of equipment and over 1000 staff members during Hurricane Ike.

NOTABLE EXPERIENCE

Tornado Event (2023) – Selma, AL	Hurricane Irma (2017) – Miami, Monroe Co;
Hurricane Ian (2022) – Cape Coral, FL	Miami-Dade Co, North Miami, North Miami
Hurricane Ida (2021) – Houma, LA	Beach, FL
Waterway Debris Removal (2018 to 2021) –	Hurricane Harvey (2017) – Harris Co,
Robeson Co, NC	Jefferson Co, TX
Tornado Event (2021) – Bibb Co, AL	Hurricane Hermine (2016) – Leon Co, FL

KEY EXPERTISE

- Project Management
- Disposal Site Management
- Interlocal coordination
- FEMA/FHWA Grant Administration
- Project Staffing
- Data Management
- Project Closeout
- Vessel Removal

TRAINING & CERTIFICATIONS

- OSHA Construction Safety and Health 30-Hour
- 40-Hour HAZWOPER



BRYCE FLETCHER,

ANFI, CGA, CFGA

OPERATIONS MANAGER

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Mobile, AL

Mr. Fletcher's professional experience has included various field engineering requirements for utility, natural disaster, and non-disaster work, including contract administration, quality control, requirements analysis, change order implementation, reporting compliances, management of field personnel, crew supervision, equipment maintenance, liaison with contracting officers, and other related functions. Mr. Fletcher's past performance has required in depth knowledge of the many guidelines found in the contracting, quality control and safety and accident prevention programs, of respective companies, where employed, and the safety and health manuals and regulations for the various local, state, and Federal governmental organizations contracting with the respective firms. In addition, a working knowledge of the Federal Acquisition Regulations (FAR) and the Defense Supplement to the FAR, ANSI -Z133 and all OSHA requirements in overall job performance, has been cultivated over many years of performing in this line of work.

NOTABLE EXPERIENCE

Tornado Event (2023) - Selma, AL	Red River Floods (1997)
Hurricane Ian (2022) - Cape Coral, FL	Hurricane Fran (1996-1997)
PG&E Vegetation Management (2020-2021)	Hurricane Erin (1995)
Glass and LNU Wildfires (2020-2021)	Midwestern Floods (1993-1996)
Hurricane Georges (1998)	Hurricane Andrew (1992-1993)
Gwinnett County Tornadoes (1998)	Hurricane Hugo (1989-1990)

KEY EXPERTISE

Project Management
 Disposal Site Management
 Inter-local Coordination
 FEMA/FHWA Grant Administration
 Project Staffing
 Data Management
 Project Closeout
 TCIA/ISA guidelines and compliance Heavy Equipment Maintenance

TRAINING & CERTIFICATIONS

OSHA 40-Hour
 Certified Tree Care Safety Professional TCIA CTSP
 Qualified Crew Leader Certified TCIA
 Certified Chainsaw Safety Professional TCIA
 Certified Ground Operations Specialist TCIA
 Certified Tree Worker Safety Professional TCIA
 Qualified Technical Tree Safety Supervisor NATS
 Tree Risk Assessment Qualified ISA
 Electrical Hazards Awareness Trained TCIA
 Certified Quality Control (USACE)
 Safety Guidelines Class (USACE)
 EHAT certified TCIA
 OSHA 30-Hour
 Chipper operator certified TCIA
 Tree Climber/Tree Care Safety Specialist TCIA



WANDA RIVERA**CHIEF FINANCIAL OFFICER**

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San Juan, PR

Ms. Rivera is an experienced and completely bi-lingual (English/Spanish) Certified Public Accountant, Attorney and Certified Internal Auditor, proficient in finance and managerial accounting, budgeting, administration, human resources, financial analysis, negotiations, and planning.

NOTABLE EXPERIENCE:

SMG Puerto Rico LP - Director of Finance (2018 -2020)

Cardona Cardona & Associates CPA's, PSC - Auditor, Tax Specialist, & Management Consultant (2005 -2018)

Angelo-Meldina Enterprises - Executive VP of Finance & Administration (2000 -2005)

Medical Card System, Inc. CFO, VP of Finance, Administration, & Human Resources (1998-2000)

Pepsi Cola Puerto Rico Bottling Company - Controller/Chief Accounting Officer (1997-1998)

MTEL Puerto Rico, Inc. / Skytel - Finance & Administration Director (1996 - 1997)

Borschow Hospital and Medical Supplies, Inc. - Finance Director (1993 -1996)

KEY EXPERTISE

Finance
 Managerial Accounting
 Budgeting
 Administration
 Human Resources
 Financial Analysis
 Negotiations
 Planning

TRAINING AND CERTIFICATIONS

Certified Public Accountant Attorney
 Certified Internal Auditor
 Puerto Rico CPA Society
 Puerto Rico Bar Association
 Bachelor's Degree, Business
 Administration
 Master's Degree, Administration



MIKE CALHOUN,

ANFI, CGA, CFGA

PROJECT MANAGER

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Mobile, AL

Mr. Calhoun has 30 years of experience in the construction industry including residential, commercial, institutional, marine, and industrial. He has managed construction projects in excess of \$10 million dollars, such as the construction of Gautier High School in Gautier, MS and Gulf Telephone in Foley, AL.

In 2005, Mr. Calhoun began working with an adjusting firm located in Mobile, AL with the estimating of insurance claims for Hurricane Wilma. For several years, the construction and adjusting fields overlapped. In October 2012, he managed a team of flood adjusters for Hurricane Sandy and went on to own and operate his own firm through 2019, where he successfully facilitated \$300 million in insurance claims payments.

Mr. Calhoun joined the KDF team in 2021 bringing his skills, knowledge, and experience in construction and insurance claims management.

NOTABLE EXPERIENCE:

Tornado Event (2023) – Selma, AL
 Hurricane Ian (2022) – Cape Coral, FL
 Hurricane Ida (2021) – Houma, LA
 Hurricanes Laura & Zeta (2020) – Jefferson Davis Parish, LA

KEY EXPERTISE

Construction Management
 Residential Construction &
 Remediation
 Institutional Construction
 Marine Construction
 Industrial Construction
 Insurance Adjustment

TRAINING & CERTIFICATIONS

OSHA 40-Hour general Industry Safety
 Certified
 Certified General Adjuster (CGA)
 Certified Flood General Adjuster (CFGAs)
 Associate National Flood Insurance (ANFI)



BRUCE PARNELL

DIRECTOR OF SAFETY

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Mobile, AL

Mr. Parnell has 20 years of experience in management and safety training. He is currently working to further his knowledge by obtaining a Bachelor of Science in Occupation Health and Safety with Columbia Southern University. Bruce has worked in all aspects of construction, oil & gas, chemical, mining, and power generation facilities.

He has and continues to develop safety training programs and to train workers in all aspects of safety, specializing in Safety Culture development training. He has extensive experience in traveling overseas and working with companies to ensure compliance with foreign regulations.

Mr. Parnell has mitigated and managed federal and state regulatory inspection from OSHA, Cal-OSHA, AMSI, MSHA, DEQ, EPA, and DOT. Also, developed EHS and Quality programs and implemented programs at multi-site locations for companies that perform work worldwide with offices on several continents.

Mr. Parnell joined KDF Safety in 2021 as Safety Director and brought an extensive portfolio of experience, knowledge, and certifications.

NOTABLE EXPERIENCE

Bibb County, AL Tornado (2021)

Avian-Flu Epidemic, Missouri/Arkansas (2022)

Hurricane Ian - Cape Coral, FL (2022 to 2023)

Selma, AL Tornado (2023)

KEY EXPERTISE

Safety Management
Safety Culture Development
Training
Quality Control
Project Management
Third party Safety Certification
trainer for ISNetworld, Avetta,
PECS & CCS
OQ Trainer (Operating
Qualification Training)

TRAINING & CERTIFICATIONS

MSHA Part 46 & 48 Trainer
HAZWOPER Trainer
Taproot Certified Root Cause Incident
Investigation & Trainer
OSHA 500 & 510 Trainer
NCCER Master Trainer



BOB DROKE

DIRECTOR OF CONTRACT ADMINISTRATION

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Springville, AL

Mr. Droke has over 30 years of experience in contract administration and operations management for disaster response/debris removal projects. His expertise in debris removal planning and operations, including state, local, and federal regulations and compliance make him a valuable advisor to management in all aspects of the disaster recovery process. He joined KDF's team in 2020 as Director of Contract Administration and is responsible for implementing accounting and administrative changes, as well as advising on contract proposals, negotiations, and presentations, and oversight of administrative and planning functions.

NOTABLE EXPERIENCE

- Bastrop County Wildfires (2011)
- Hurricane Irene (2011)
- Oklahoma Windstorm (2011)
- Oklahoma Tornado (2010)
- Maryland Snowstorm (2010)
- Arkansas Ice Storm (2009)
- Hurricane Ike (2008) - USACE
- Hurricane Dolly (2008)
- Oklahoma Ice Storm (2007)
- Missouri Ice Storm (2007)
- New York Ice Storm (2006)
- Hurricane Wilma (2005)
- Hurricane Rita (2005) - USACE
- Hurricanes Charley (2004)
- Hurricane Francis (2004)
- Hurricane Jeanne (2004)
- Hurricane Ivan (2004)
- Hurricane Isabel (2004)
- February Ice Storm (2003)
- December Ice Storm (2002)
- December Tornado (2002)
- Hurricane Floyd C&D Cleanup (1999) USACE
- Hurricane Georges (1998-99)
- Ice Storm Debris Removal (1997)
- Hurricane Fran (1996)
- Hurricane Bertha (1996)
- Hurricane Opal (1996)
- Great Hanshin Earthquake (1995-96)

KEY EXPERTISE

Accounting
Auditing
Taxation
Management Advisory Services
Accounting Systems
Development
Contract Administration
Operations Management

TRAINING & CERTIFICATIONS

American Institute of Certified Public Accounts
Alabama
AL Society of CPAs (former member of state council)
Bachelor of Science, Accounting (1992)



TIM BARNA

PROJECT MANAGER

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Waxhaw, NC

Mr. Barna joined the KDF team in 2019, bringing a wealth of financial, Leadership and project Management experience to KDF. He has a unique position in KDF, whereby he has the skills and experience to be able to offer Project Management and Financial solutions to each project he oversees, as well as providing full functional support across the wider organization.

He has played an essential part in all of the projects he has worked on since he started with KDF and has driven high levels of success both internally and through his customer interactions. He is an integral part of our Project Management team as well as our Leadership team, being heavily involved in organizational effectiveness and Core Values delivery.

Continuing a successful career in Finance, Mr. Barna has taken his skills, experience and drive and established himself as expert in the field of Disaster Recovery and Vegetation Management.

NOTABLE EXPERIENCE

- Hurricane Ian (2022) - Cape Coral, FL
- Hurricane Ida (2021) - Houma, LA
- Waterway Debris Removal (2021) - Robeson County, North Carolina
- Tornado Event (2021) - Bibb County, AL
- Hurricanes Laura and Zeta (2020) - Jefferson Davis Parish, LA
- Vegetation Management (2019-2023) - PG&E
- Wildfire Tree removal, Glass & LNU Fires (2020-21) - CA
- Hurricane Michael (2018) - North Carolina
- Hurricane Michael, DMS Management (2018) - Albany, GA
- Santa Rosa/Napa Wildfires (2017) - CA

KEY EXPERTISE

Project Management
Financial Reporting
Safety Guidelines

TRAINING & CERTIFICATIONS

FINRA, 7 and 66 Securities Licensed
California Department of Insurance, California
Insurance Licensee + Long Term Care &
Annuity
OSHA Safety Training Institute, HAZWOPPER
40hr
DPR, QAL - Qualified Application License



JOSE APARICIO

PROJECT MANAGER

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Mobile, AL

Jose Aparicio is an experienced Project Manager, excelling in all facets of Project Management, motivating, and building successful field teams across multiple projects.

He has an extensive background in Utility line Vegetation Management having started his career as a climber apprentice, he has hands on experience of all aspects of utility line maintenance, from Climbing, Pre-Inspection, field Management, Safety and Customer Service Management. Jose has experience of Managing Routine, Enhanced Vegetation Maintenance, and Transmission projects within the Utility line Vegetation Management Industry, as well as working on removal of wildfire-stricken trees and wildfire mitigation projects, both for KDF and other contractors

Since joining KDF he has been Integral in running our operations, managing both Foreman, Crews and Pre-inspection teams, and providing Safety oversight and training.

He is qualified in Tree Safety Practices and is currently studying for his ISA arborist qualification.

NOTABLE EXPERIENCE

Utility Line Vegetation Management PM (Current) - DEMCO, LA
 Routine Vegetation Management (2021-23) - PG&E, Sonoma County, CA
 Vegetation Management, Lake Isabella/Tulare/Porterville/Tahachapi (2020-21)
 Big Creek Fire, Shaver Lake (2020)
 Vegetation Management (2018-2020) - Grass Valley/Fresno
 Vegetation Management (2017-2018) - Shaver Lake, CA
 Santa Rosa Fire (2017) - Sonoma County, CA

KEY EXPERTISE

Tree Care Safety
 Vegetation Management
 Operations Management
 Pre-Inspection
 Safety Standards
 Project Management

TRAINING & CERTIFICATIONS

OSHA 10
 CTSP (Certified Tree Care Safety Professional)
 CPR/First aid
 ISA Arborist Training



CLINT BROOKS

SAFETY MANAGER

+251-234-2383

cbrooks@kdf-global.com

Mobile, AL

Clint has over 12 years of experience in Occupational Safety Management and in the management of industrial EMS, Fire, and Rescue Services, in Steel Mill production, Chemical Plants, Shipyards, and Aircraft Manufacturing Industries. He holds a Bachelor of Science in Occupational Safety and Health and is a Nationally Certified Emergency Medical Technician with years of experience in the field providing medical care and rescue services and Incident Command over many different emergency scenarios. Clint has found success over the years in building lasting relationships with clients through trust and professionalism.

NOTABLE EXPERIENCE

- Elite Industrial Services, Mobile, AL – Chief Operating Officer (2014 to 2022)
- Ferriss Industries, Axis, AL – Site Operations / Safety Manager (2010 to 2014)
- Brooks Wholesale, Dothan, AL – Operations Manager (1995 to 2010)

KEY EXPERTISE

Safety Program
Development
Operations Management
OSHA Training
Business Development
Medical, Fire, Rescue, and Security
Services
Safety Systems Management
Safety Staffing

TRAINING & CERTIFICATIONS

National Registered Emergency Medical
Technician (NREMT)
Alabama State EMT License
40-hour EM385-1-1 Hazard Recognition
Hazwoper 40-hour Technician
Construction Safety Manager (CSM)
Certified Master Instructor (CMI)
OSHA 7500
OSHA 30-hour Construction Industry
OSHA Life Critical Training
OSHA Fall Protection & Elevated Structure Safety
Technician
Respirator Fit Testing Certification
Confined Space Awareness and Rescue Training
American Heart Association CPR/AED Training



TAB 4

PRICING AND REQUIRED FORMS



the estimated debris quantity and sign the load ticket. A copy will be submitted to the Procurer electronically, or if Contractor utilizes paper-carbon copy load tickets, they will keep the original copy, two copies will be given back to the vehicle operator and the remaining two copies will be provided to the Contractor.

- d. Loads of processed (e.g., chipped) debris being hauled from a DMS to a Procurer approved Final Disposal Site will follow the same load ticket procedures. A Procurer authorized representative will initiate the load ticket at the DMS. Another Procurer authorized representative will validate and sign the ticket at the Procurer approved Final Disposal Site.
- e. The Contractor shall give written notice of the location for work scheduled 24 hours in advance.

27.0 Price Schedule 1 – Clearance Price Schedule

SCHEDULE 1 - CLEARANCE PRICE SCHEDULE			
EQUIPMENT TYPE WITH OPERATOR CATEGORY	ESTIMATED HOURS	UNIT COST RATE	TOTAL PRICE
50' Bucket Truck	70	\$250.00	\$17,500.00
Crash Truck w/Impact Attenuator	70	\$150.00	\$10,500.00
Dozer, Tracked, D3 or Equivalent	70	\$200.00	\$14,000.00
Dozer, Tracked, D4 or Equivalent	70	\$200.00	\$14,000.00
Dozer, Tracked, D5 or Equivalent	70	\$220.00	\$15,400.00
Dozer, Tracked, D8 or Equivalent	70	\$220.00	\$15,400.00
Dump Truck, 16 +/- CY	70	\$130.00	\$9,100.00
Dump Truck, 20 +/- CY	70	\$130.00	\$9,100.00
Dump Truck, 38 +/- CY	70	\$150.00	\$10,500.00
Generator, 5.5 kW, List kW Capacity	70	\$50.00	\$3,500.00
Generator, 200 kW, List kW Capacity	70	\$210.00	\$14,700.00
Generator, 2,500 kW, List kW Capacity	70	\$2,000.00	\$140,000.00
Light Plant with Fuel and Support	70	\$100.00	\$7,000.00
Graders w/12" Blade (Min. 30,000 LB)	70	\$260.00	\$18,200.00
Hydraulic Excavator, 1.5 CY	70	\$175.00	\$12,250.00
Hydraulic Excavator, 2.5 CY	70	\$185.00	\$12,950.00
Kunckleboom Loader	70	\$250.00	\$17,500.00
Lowboy Trailer w/ Tractor	70	\$125.00	\$8,750.00
Mobil Crane up to 15 Ton	70	\$215.00	\$15,050.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$185.00	\$12,950.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$285.00	\$19,950.00

Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$450.00	\$31,500.00	93
Vac Truck (Mist Capacity), List Capacity	70	\$195.00	\$13,650.00	
Pickup Truck, 1 Ton	70	\$40.00	\$2,800.00	
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$120.00	\$8,400.00	
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$130.00	\$9,100.00	
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$155.00	\$10,850.00	
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$165.00	\$11,550.00	
Tub Grinder, 800 to 1,000 HP	70	\$550.00	\$38,500.00	
Hydraulic Excavator, 1.5 cy (w/ thumb)	70	\$165.00	\$11,550.00	
Hydraulic Excavator, 2.5 cy (w/ thumb)	70	\$175.00	\$12,250.00	
Truck, Flatbed	70	\$100.00	\$7,000.00	
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	70	\$120.00	\$8,400.00	
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	70	\$150.00	\$10,500.00	
Wheel Loader, 3 CY, 152 HP	70	\$175.00	\$12,250.00	
Wheel Loader, 4.0 CY, 200 HP	70	\$185.00	\$12,950.00	
Wheel Loader, 1.5 CY, 95 HP	70	\$165.00	\$11,550.00	

SCHEDULE 1 - CLEARANCE PRICE SCHEDULE (continued)

LABORER CATEGORY	ESTIMATED HOURS	UNIT COST RATE	TOTAL PRICE
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	70	\$75.00	\$5,250.00
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and miscellaneous supplies in support of crew	70	\$65.00	\$4,550.00
Tree Climber/ Chainsaw and Gear	70	\$90.00	\$6,300.00
Laborer w/ Chainsaw and Gear	70	\$45.00	\$3,150.00
Laborer w/ Small Tools, Traffic Control, or Flag Person	70	\$40.00	\$2,800.00
Bonded and Certified Security Personnel	70	\$75.00	\$5,250.00

CREW CATEGORY	ESTIMATED HOURS	UNIT COST RATE	TOTAL PRICE
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.	70	\$385.00	\$26,950.00

Note: all hours listed above are for evaluative purposes only and shall not be construed as a promise or guarantee for scope of services provided.

CONTRACTOR MAY NOT MODIFY SCHEDULE 1. CONTRACTOR MAY, HOWEVER, PROVIDE FOR INFORMATIONAL PURPOSES A SEPARATE LIST TITLED "RATES FOR AVAILABLE LABOR AND EQUIPMENT NOT LISTED BY PROCURER IN SCHEDULE 1, ESTIMATED AT 70 HOURS".

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE			
Reference to RFP Scope of Services. If a Contractor elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the Procurer.			
1 Vegetative Debris Removal			
Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a Procurer approved debris management site (DMS) or Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from public property and ROW and hauling to DMS or Procurer approved final disposal site.	300,000	\$7.25	\$2,175,000.00
2 C&D Debris Removal			
Work consists of the collection and transportation of eligible C&D on the ROW or public property to a DMS, then to a Procurer approved final disposal site or collection and transportation of eligible C&D on the ROW or public property and hauling to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Collection and transportation of eligible C&D debris on the ROW or public property and hauling to DMS, then to a Procurer approved final disposal site.	100,000	\$7.55	\$755,000.00
Collection and transportation of eligible C&D debris on the ROW or public property and hauling to a Procurer approved final disposal site.	100,000	\$7.85	\$785,000.00
3a Land-Based Operation to Remove Debris from Canals/Waterways			
Work consists of the collection and transportation of eligible debris from Procurer maintained canals and waterways to a DMS and then to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from Procurer maintained canals/waterways and hauling to DMS, and then to a Procurer approved final disposal site.	100,000	\$25.00	\$2,500,000.00
3b Marine-Based Operation to Remove Debris from Canals/Waterways			
Work consists of the collection and transportation of eligible debris from Procurer maintained canals and waterways to a DMS and then to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total

			96
Removing debris from Procurer maintained canals/waterways and hauling to DMS and then to a Procurer approved final disposal site.	100,000	\$45.00	\$4,500,000.00
4 Structure Demolition, Removal, Transport and Disposal			
Work consists of decommissioning, demolishing and disposing of Non-Regulated Asbestos Containing Material (Non-RACM) structures and Regulated Asbestos Containing Material (RACM) structures on public or private property within the jurisdictional limits of the Procurer.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Non-RACM Structures	100,000	\$15.00	\$1,500,000.00
RACM Structures	100,000	\$25.00	\$2,500,000.00
5 DMS Operation and Reduction Through Grinding			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	200,000	\$4.95	\$990,000.00
6 DMS Operation and Reduction Through Burning using Air Curtain Incinerators			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris using air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.			
	200,000	\$3.95	\$790,000.00
7 DMS Operation and Reduction Through Controlled Open Burning			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through controlled open burning. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.			
	200,000	\$3.25	\$650,000.00

<p>8 Haul-out of Reduced Debris to a Procurer Approved Final Disposal Site</p> <p>Work consists of loading and transporting reduced eligible disaster-related debris at a Procurer approved DMS to a Procurer designated final disposal site.</p>	<p>Estimated Quantity (CY)</p>	<p>\$ Per Cubic Yard</p>	<p>97</p> <p>Total</p>
	<p>56,250</p>	<p>\$5.50</p>	<p>\$309,375.00</p>
<p>9 Removal of Hazardous Trees and Limbs</p> <p>Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the Procurer's ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.</p>	<p>Estimated Quantity</p>	<p>\$ Per Tree</p>	<p>Total</p>
<p>6 inch to 12.99 inch diameter</p>	<p>160</p>	<p>\$200.00</p>	<p>\$32,000.00</p>
<p>13 inch to 24.99 inch diameter</p>	<p>75</p>	<p>\$200.00</p>	<p>\$15,000.00</p>
<p>25 inch to 36.99 inch diameter</p>	<p>10</p>	<p>\$200.00</p>	<p>\$2,000.00</p>
<p>37 inch to 48.99 inch diameter</p>	<p>5</p>	<p>\$200.00</p>	<p>\$1,000.00</p>
<p>49 inch and larger diameter</p>	<p>1</p>	<p>\$200.00</p>	<p>\$200.00</p>
<p>Hanger Removal (per Tree)</p>	<p>1,900</p>	<p>\$70.00</p>	<p>\$133,000.00</p>
<p>10 Removal of Hazardous Stumps</p> <p>Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a Procurer approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.</p>	<p>Estimated Quantity</p>	<p>\$ Per Stump</p>	<p>Total</p>
<p>24.1 inch to 36.99 inch diameter</p>	<p>20</p>	<p>\$150.00</p>	<p>\$3,000.00</p>
<p>37 inch to 48.99 inch diameter</p>	<p>10</p>	<p>\$200.00</p>	<p>\$2,000.00</p>
<p>49 inch and larger diameter</p>	<p>1</p>	<p>\$250.00</p>	<p>\$250.00</p>

11 ROW White Goods Debris Removal Work consists of the removal of eligible White Goods from the ROW to a Procurer approved DMS site or Procurer approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the Procurer approved DMS to a Procurer approved facility for recycling.	Estimated Quantity	\$ Per Unit	98 Total
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	10	\$35.00	\$350.00
Washers, dryers, stoves, ovens, and hot water heaters	25	\$40.00	\$1,000.00
UNIT RATE PRICE CONTINUED			
PRICE SCHEDULE 2, PART 2			
12 Household Hazardous Waste Removal, Transport, and Disposal Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a Procurer approved permitted hazardous waste facility or MSW type I landfill.	Estimated Quantity	\$ Per Pound	Total
	100,000 lbs	\$6.50	\$650,000.00
13 E-Waste Removal Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the Procurer.	Estimated Quantity	\$ Per Unit	Total
	100,000	\$7.50	\$750,000.00
14 Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total
	250,000 lbs	\$0.50	\$125,000.00

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name	KDF Enterprises, LLC
Address/City State Zip	370 Mountain View Rd, Springville, AL 35146
Phone/Fax/Email	251-298-8487/404-506-9849/mwatkins@kdf-global.com
Contact Name	Marc Watkins

Agency/Firm Name	Bibb County, Alabama
Address/City State Zip	157 S. WS Davidson Drive, Centreville, AL 35042
Phone/Email	205-926-3113
Contact Name	Kirk Smith, EMA Director

Agency/Firm Name	Lee County, Alabama
Address/City State Zip	215 S 9th Street, Opelika, AL 36801
Phone/Email	334-319-0691/ roberthamcommissioner@yahoo.com
Contact Name	Robert Ham, Lee County Commissioner

Agency/Firm Name	RPF Task Order - Multiple Entities
Address/City State Zip	2901 Seventh St, Tuscaloosa, AL 35401
Phone/Email	251-379-0599/ dhetiger9403@gmail.com
Contact Name	David Eblen, Project Lead

Agency/Firm Name	City of San Marcos, TX
Address/City State Zip	City Hall, 630 East Hopkins, San Marcos, TX 78666
Phone/Email	512-393-8419/athomaides@sanmarcostx.gov
Contact Name	Amy Thomaides, Community Manager

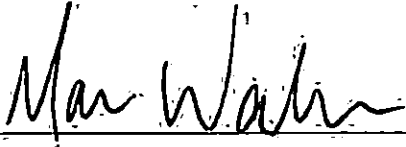
Agency/Firm Name	Hayes County, TX
Address/City State Zip	Hays County Courthouse, 111 East San Antonio Street, Suite 202
Phone/Email	512-393-2219/ mark.kennedy@co.hays.tx.us
Contact Name	Mark D. Kennedy, General Counsel

CERTIFICATION OF ELIGIBILITY

By submitting a proposal in response to this RPF, the Contractor certifies that at the time of submission, it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of proposal submission and time of award, the Contractor will notify the Procurer. Failure to do so may result in terminating this contract for default.

Signature: _____



THIS FORM MUST BE SIGNED.

SAFETY RECORD QUESTIONNAIRE

The Procurer desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and thereby consider the safety records of potential Contractors prior to awarding this RFP. Pursuant to Section 262.0435 of the Local Government Code, Procurer has adopted the following written definition and criteria for accurately determining the safety record of a Contractor prior to award of this RFP.

The definition and criteria for determining the safety record of a Contractor for this consideration shall be:

If the Contractor in response to the questions in this Questionnaire reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the Contractor for serious violations of OSHA regulations within the past three (3) years, Procurer will, at its discretion, determine whether to disqualify the Contractor.

If the Contractor in response to the questions in this Questionnaire reveals more than one (1) case in which Contractor has received a citation from an environmental protection agency for violations within the past five (5) years, Procurer will, at its discretion, determine whether to disqualify the Contractor. Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and its past associated agency: the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of Health, the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c)(1) and (2).

If the Contractor in response to the questions in this Questionnaire reveals that the Contractor has been convicted of a criminal offense within the past ten (10) years which resulted in serious bodily harm or death, Procurer will determine whether to disqualify the Contractor.

SAFETY RECORD QUESTIONNAIRE

In order to obtain proper information from Contractors so that Procurer may consider the safety records of potential contractors prior to awarding bids on Procurer contracts, Procurer requires that Contractors answer the following three (3) questions and submit them with their Proposals:

QUESTION ONE

Has the Contractor, or the firm, corporation, partnership, or institution represented by the Contractor, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

Yes

No

If the Contractor has indicated yes for question number one above, the Contractor must provide Procurer with its proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location of establishment inspected;
3. Category of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

QUESTION TWO

Has the Contractor, or the firm, corporation, partnership, or institution represented by the Contractor, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

Yes

No

If the Contractor has indicated yes for question number two above, the Contractor must provide Procurer with its proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location where offense occurred;
3. Type of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

SAFETY RECORD QUESTIONNAIRE

QUESTION THREE


Has the Contractor, or the firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

Yes No

If the Contractor has indicated Yes for question number three above, the Contractor must provide Procurer with its proposal response, the following information with respect to each such citation:

1. Date of offense;
2. Location where offense occurred;
3. Type of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.



Signature

Vice President of Operations

Title

SAFETY RECORD AND ENVIRONMENTAL COMPLIANCE

Pursuant to Sections 252.0435 of the Texas Local Government Code, the Procurer shall consider the safety record and environmental compliance of the Contractor and may determine at its reasonable discretion the disqualification of any Contractor which in response to the following question reveals more than two (2) or more violations, with the severity and nature of the violations to be considered in the determination.

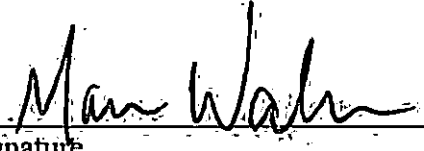
Has the Contractor, or the firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of environmental laws within the past three years? Citations include, but are not limited to: notices of violation; suspensions/revocations of state/federal licenses or registrations; fines assessed; pending criminal complaints; indictments; convictions; deferred adjudications; administrative orders; draft orders; final orders; and final judgments. Any citations from the following agencies must be supplied: Environmental Protection Agency (EPA); Texas Commission on Environmental Quality or its past associated agencies such as the Texas Natural Resource Conservation Commission (TNRCC), the Texas Water Commission, and the Texas Air Control Board; and the Texas Department of State Health Services and its predecessor agency the Texas Department of Health. Also include any citations from environmental regulatory agencies of other states of the United States.

Yes No

If the Contractor has indicated yes for question number one above, the Contractor must provide Procurer with its proposal response, the following information with respect to each such citation.

1. Date of Citation;
2. Location of establishment inspected;
3. Category of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.


Signature

Vice President of Operations
Title

CONTRACTOR MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The Contractor represents that it:

_____ is, is not a minority-owned business

Woman Business Enterprise (WBE) - The Contractor represents that it:

_____ is, is not a woman-owned business

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

NOT APPLICABLE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received:

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Man Wah 07/05/2023

Signature of vendor doing business with the governmental entity Date



KDFFORE-01

MGAINES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Leo Rodriguez Insurance Agency
27174 Newport Rd
Suite 3 and 4
Menifee, CA 92584

CONTACT NAME: Michele Gaines
PHONE (A/C, No, Ext): (951) 246-4003 305 **FAX (A/C, No):**
E-MAIL ADDRESS: Michele@LeoRodriguezIns.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Milford Casualty Insurance Company	26662
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
KDF Forestry, Inc.
dba KDF Enterprise, LLC
dba Energy Tech, LLC
370 Mountain View Road
Springville, AL 35146

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	MWC1034473	11/5/2022	11/5/2023	<input checked="" type="checkbox"/> PER STATUTE <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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of Insurance

CERTIFICATE HOLDER

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

**Request for Taxpayer
 Identification Number and Certification**

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
KDF Enterprises, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
370 Mountain View Road

6 City, state, and ZIP code
Springville, AL 35146

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Print or type.
See specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-					
--	--	--	---	--	--	--	--	--

or

Employer identification number

4	7	-	1	2	4	4	2	7	8
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Marjorie McCortey*

Date ▶ *3/21/23*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Registration for KDF Enterprises LLC, authorized under the name KDF Ventures LLC (file number 803421150), a GEORGIA, USA, Foreign Limited Liability Company (LLC), was filed in this office on September 16, 2019.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 12, 2022.



A handwritten signature in black ink, appearing to read "John B. Scott".

John B. Scott
Secretary of State



POLK COUNTY, TEXAS

RFP 2023-Disaster Debris Proposal

Request for Proposal for

**PREPOSITIONED CONTRACTS FOR EMERGENCY DISASTER
DEBRIS REMOVAL, REDUCTION,
DISPOSAL, AND OTHER DEBRIS-RELATED SERVICES**

**For Polk County, Texas
City of Corrigan, Texas
City of Goodrich, Texas
City of Onalaska, Texas
City of Seven Oaks, Texas**

QUESTIONS DUE:

Friday, June 30, 2023 at 12 p.m. (Noon)

PROPOSAL DUE DATE:

Monday, July 10, 2023 at 2 p.m.

**Polk County Auditor's Office
Attn: Stephanie Dale, Assistant Auditor
602 E. Church St., Ste. 108
Livingston, Texas 77351**

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NOTICE TO ALL PROPOSERS:

Polk County known individually as "Procurer" is soliciting proposals, hereinafter referred to as "Proposals" for contracts to obtain the services of a qualified Contractors hereinafter referred to as "Contractor", to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights-of-way in Polk County, Texas, City of Corrigan, City of Goodrich, City of Onalaska, and City of Seven Oaks hereinafter referred to individually as "jurisdiction," in response to an emergency event such as, but not limited to, hurricane(s), tornadoes(s), winter weather-ice storms, floods, earthquake(s), fire(s) or other natural or manmade disaster(s).

Upon release of the RFP and during the proposal process, Contractors and their employees of related companies, as well as, paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with Procurer's employees, department heads and/or elected officials. Such contact will result in the Contractor being disqualified. The disqualification of a Contractor will result in debarment for a period of thirteen (13) months, during this period the Contractor will not be able to bid on contracts or do business with Procurer. All contact must be coordinated through Stephanie Dale, Assistant Auditor with the Polk County Auditor's Office for the procurement of these services.

All questions regarding this RFP or Solicitation are to be submitted in writing to Stephanie Dale, Assistant Auditor with the Polk County Auditor's Office via e-mail stephanie.dale@co.polk.tx.us, or by fax 936-327-6898, or via mail to Polk County Auditor's Office, 602 E. Church Street, Ste. 108, Livingston, Texas 77351. Please reference the RFP on all correspondence.

Any questions, comments, and requests for clarification related specifically to the cities will be forwarded by the Polk County Auditor's Office to that city's representative for evaluation, consideration, and response. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon Procurer. Procurer reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

*NOTE: All addendums and/or any other correspondence (general information, questions and responses) to this RFP will be made available through the Polk County website for retrieval. Contractors are solely responsible for frequently checking the website for updates to this RFP. The RFP and addendums to this RFP will be located at the following web address:

Polk County, Texas Website: <https://www.co.polk.tx.us/page/polk.Bid.Notices>
(Click on the appropriate hyperlink for viewing and/or downloading.)

2 CFR 200 PROCUREMENT OF CONTRACTS

In consideration of the requirements found in 2 CFR 200 related to procurement of contracts for small businesses, and minority and women-owned businesses, the Procurer asserts it will comply with the aforementioned requirements by doing the following: (1) place small and minority businesses and women's business enterprises on solicitation lists, (2) solicit such businesses whenever they are potential sources, (3) divide total requirements, when economically feasible, into smaller tasks or quantities to encourage participation by small and minority businesses and women's business enterprises, (4) establish delivery schedules to encourage participation by small and minority businesses and women's business enterprises, (5) use the assistance, if and when appropriate, of organizations such as the Small Business Administration and the Minority Business Agency of the Department of Commerce, and (6) will require the selected contractor, if subcontractors are anticipated or let, to take the aforementioned affirmative steps.

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS.
YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS.**

1.0 Introduction

Procurer is soliciting Proposals to obtain the services of a qualified Contractors to provide services to remove, process, and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights-of-way in its jurisdiction in response to an emergency event such as, but not limited to, hurricane(s), tornadoes(s), winter weather-ice storms, floods, earthquake(s), fire(s) or other natural or manmade disaster(s). Procurer is seeking proposals from highly qualified Contractors with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster. Contractors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes. It is the intent of Procurer to award contracts to a **Primary and a Secondary Contractor** for these services in order to ensure adequate resources at the time of an event. ***Polk County ("Procurer") is procuring this service for a single contract with the selected Contractors to cover Polk County, Texas and the cities of Corrigan, Goodrich, Onalaska, and Seven Oaks.*** Contractors are advised that the Contracts with Polk County, Texas, may be used to assist other jurisdictions within Polk County, Texas, through a Mutual Aid Agreement.

The Contractor must handle debris management activities in the jurisdictions in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Texas Department of Health (TDH), Natural Resources Conservation Services (NRCS), Texas Historical Commission (THC), and the Texas Commission on Environmental Quality (TCEQ) in conjunction with the Procurer's needs. The Contractor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other Federal Agencies, and other State relief programs regulations regarding edibility. The Contractor must track debris amounts removed, managed, and disposed of from each jurisdiction and keep those amounts separate in load tickets, unit rate tickets, logs and reports provided to Procurer.

Contracts must meet rules for Federal grants, as provided for in Title 44 Code of Federal Regulations (CFR) Part 13, (§13.36, Procurement) in order to be eligible for reimbursement under the Public Assistance Program.

2.0 Background for Polk County, Texas Emergency Management

The Polk County Office of Emergency Management (OEM) is a department of County government and is comprised of the Emergency Management Coordinator and staff members. This professional county staff has a highly developed professional background and significant training in emergency operations. OEM partners with municipal emergency managers, emergency responders, law enforcement organizations, non-governmental organizations, county departments, state/federal agencies and volunteer/community organizations to provide a comprehensive (county-wide) emergency management program. Polk County uses an "all-hazards" approach to emergency management. Building internal and external emergency partnerships and teams is an important part of their job.

Duties and Responsibilities

OEM is headed by Polk County Judge Sydney Murphy who serves as the Emergency Management Director. She is supported by a full-time staff led by Courtney Comstock who serves as the Emergency Management Coordinator.

1. OEM works closely with other county departments, local jurisdictions, emergency responders, and the private and public sector to engage in comprehensive disaster planning for Polk County.
2. The OEM program stems from Chapter 418.1015 of the Texas Government Code, which reads as follows:
 - o Sec. 418.1015. EMERGENCY MANAGEMENT DIRECTORS.
 - o (a) The presiding officer of the governing body of an incorporated city or a county or the chief administrative officer of a joint board is designated as the emergency management director for the officer's political subdivision.
 - o (b) An emergency management director serves as the governor's designated agent in the administration and supervision of duties under this chapter. An emergency management director may exercise the powers granted to the governor under this chapter on an appropriate local scale.
 - o (c) An emergency management director may designate a person to serve as emergency management coordinator. The emergency management coordinator shall serve as an assistant to the emergency management director for emergency management purposes.
 - o (d) A person, other than an emergency management director exercising under Subsection (b) a power granted to the governor, may not seize state or federal resources without prior authorization from the division or the state or federal agency having responsibility for those resources.
3. In addition, Section 418.102 further provides:
 - o Sec. 418.102. COUNTY PROGRAMS.
 - o (a) Each county shall maintain an emergency management program or participate in a local or inter-jurisdictional emergency management program that, except as otherwise provided by this chapter, has jurisdiction over and serves the entire county or inter-jurisdictional area.
 - o (b) The county program is the first channel through which a municipal corporation or a joint board shall request assistance when its resources are exceeded. Requests that exceed the county capability shall be forwarded to the state as prescribed in the state emergency management plan.
4. OEM partners with municipal emergency managers, emergency responders, law enforcement organizations, non-governmental organizations, county departments, state/federal agencies and volunteer/community organizations to provide a comprehensive (county-wide) emergency management program. Polk County uses an "all-hazards" approach to emergency management. Building internal and external emergency partnerships and teams is an important part of our job.

Contract Period

Selected Contractors will be awarded a two-year contract, hereinafter referred to as "Contract." Procurer, at its option and upon mutual consent of all parties involved, may choose to extend the Contract for an additional twelve (12) month period based on existing terms, conditions and prices set forth in the original RFP. **All prices must remain firm during the duration of the Contract and any extensions.** Services provided will be paid for from the appropriate fiscal year funds provided by Procurer. Contracts are subject to availability of funds from the Procurer. All representations made by any departments are subject to the fiscal year funding and/or appropriations and do not represent an obligation on the part of Procurer, and the State of Texas.

3.0 Proposal Submission Deadline

Proposals shall be submitted no later than the Proposal deadline time and date. Contractors shall respond to the written RFP and any exhibits, attachments, or amendments. A Contractor's failure to submit a Proposal as required before the deadline shall cause its Proposal to be disqualified and returned to the Contractor upon request. Procurer will not be held responsible for unmarked Proposals, improperly marked Proposals or Proposals delivered to the wrong location. Contractors mailing Proposals should allow sufficient mail delivery period to insure timely receipt of their Proposals by the Polk County Auditor's Office. **Proposals may not be delivered orally, by facsimile transmission or e-mail, or other telecommunication means.** All Proposals must be delivered in sealed packages or containers.

4.0 Administrative Information

4.1 Incorporation of RFP into the Contract:

The contents of this RFP and the selected Contractor's response cost and any negotiated changes are to be incorporated into the Contract.

- 4.2 **RFP Coordinator:** The main point of contact for this RFP shall be
Stephanie Dale, Assistant Auditor
Polk County Auditor's Office, 602 E. Church Street, Ste. 108
Livingston, TX 77351
936-327-6898 Fax
stephanie.dale@co.polk.tx.us

The main point of contact shall hereinafter be referred to as the RFP Coordinator.

4.3 Communications Regarding the RFP

4.3.1 Communications Paragraph / Restrictive

During the proposal process, Contractors, their employees of related companies as well as paid or unpaid personnel acting on their behalf shall contact only the RFP Coordinator Stephanie Dale, Assistant Auditor. Unauthorized contact with Procurer's employees, department heads and/or elected officials will result in the Contractor being disqualified. All contact must be coordinated through the RFP Coordinator for this procurement.

- 4.3.2 Upon release of this RFP, all Contractor communications concerning this procurement must be directed to the RFP Coordinator.

- 4.3.3 All communication should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and non-binding. Written comments, including questions and requests for clarification, must reference the RFP and should be submitted no later than **Friday, June 30, 2023 at 12 p.m. (Noon)**.

- 4.3.4 The Procurer shall respond in writing to written communications. Such response may constitute an addendum to the RFP. Only written responses to written communication shall be considered official and binding upon the Procurer. The Procurer reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

4.4 Proposal Submittal

- 4.4.1 Contractors are to provide eleven (11) copies of their proposal (one (1) original and nine (9) copies, and (1) electronic copy on a USB thumb drive). All proposals must be bound and delivered in a sealed package or container and be clearly marked with the title **RFP 2023-DISASTER DEBRIS PROPOSAL**.

Proposal must be signed by an individual with authority to bind the Contractor in a contract with Procurer.

4.4.2 All Proposals must be submitted to:

Polk County Auditor's Office
Attn: Stephanie Dale
602 E. Church St., Ste. 108
Livingston, Texas 77351

NOTE: All Addendums and any additional applicable correspondence (questions/responses) to this RFP will be made available for viewing/retrieval through the Polk County, Texas website (www.co.polk.tx.us). Contractors are solely responsible for frequently checking the websites for updates to the solicitation. Addendums to this solicitation will be located on the Polk County, Texas website at <https://www.co.polk.tx.us/page/polk.Bid.Notices>.

4.5 Proposal Preparation Costs

Procurement shall not be responsible or liable for any costs associated with the preparation, submittal, presentation, or other costs incurred by Contractors participating in this procurement process.

4.6 Proposal Withdrawal

A proposing Contractor may withdraw its Proposal by submitting a written request for its withdrawal, such request having the signature of an authorized Contractor representative, to the RFP Coordinator at any time prior to the submission deadline. The Contractor may thereafter submit a new Proposal prior to the deadline. Modifications offered after the deadline process will not be considered.

4.7 Proposal Amendment

Procurement shall not accept any amendments, revisions, or alterations to Proposals after the deadline.

4.8 Ambiguity, Conflict or Errors in RFP

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Contractor.

If a Contractor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the Procurement of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request.

If a Contractor fails to notify the Procurement prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to it, or an error or ambiguity that reasonably should have been known to it, Contractor shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

Procurement may also modify the RFP prior to the date and time fixed for submission of Proposals by issuance/posting of an addendum. All addenda will be numbered consecutively beginning with 1.

4.9 Proposal Acceptance Period

Each Proposal shall be valid for a period of ninety (90) days after the RFP submission deadline date to allow time for evaluation, selection, and any unforeseen delays. The ninety (90) days may be extended by mutual agreement of the parties.

4.10 Right to Rejection

4.10.1 Procurer reserves the right, at its sole discretion, to reject any and all Proposals or to cancel this RFP entirely if determined to be in the best interest of Procurer. Any Contractor who is currently involved either directly or indirectly with any litigation against or involving Procurer, which, as determined by the jurisdictions, may not be in the best interest of Procurer may be disqualified and/or not considered for an award.

4.10.2 Any Proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the Proposal may be rejected. Contractors must comply with all of the terms of this RFP and all applicable Federal, State and Local laws and regulations. Procurer may reject any Proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

4.10.3 Procurer reserves the right, at its sole discretion, to waive any technicality in Proposals provided such action is in the best interest of Procurer. Where Procurer waives minor technicalities in Proposal, such waiver does not modify the RFP requirements or excuse the Contractor from full compliance with the RFP. Notwithstanding any minor technicalities, Procurer may hold any Contractor to strict compliance with the RFP.

4.11 Disclosure of Proposal Contents

All submitted Proposals become the property of the Procurer, and shall be subject to any applicable open records statutes. The content of all RFP's submitted shall remain in effect for a minimum period of 180 days.

Information requested in the RFP deemed by the responding Contractor to be privileged and confidential must be marked "Privileged and Confidential Information." Procurer will endeavor to protect such information from disclosure to competitors to the extent allowable by law. Responding Contractors are advised that responses are subject to the Texas Public Information Act (Texas Open Records Act), Chapter 552, Texas Government Code.

All Proposal information, including detail price and cost information, shall be held in confidence until a contract is formally executed and/or the RFP is cancelled. Upon award, the Proposals and associated materials shall be open for review by the public in accordance with The Texas Open Records Act. By submitting a Proposal, the proposing Contractor acknowledges and accepts that the full contents of the Proposal and associated documents shall become open to public inspection. Procurer will uphold the confidentiality of Contractor trade secrets to the extent allowed by law. All confidential information and trade secrets must be clearly identified and separated by the Contractor prior to submission of the Proposal.

4.12 On-Site Inspection

After opening of Proposals and prior to award, Procurer reserves the right to make a pre-award site visit (if applicable) of any or all Contractor facilities to be used in the performance of work under this solicitation. Contractor agrees to allow all reasonable requests for inspection of such facilities with two (2) days advance notice. Failure to allow such an inspection shall be cause for rejection of Proposals as non-responsive.

Procurement reserves the right to reject facilities as unacceptable for performance under this solicitation as a result of such site visit survey.

4.13 Implied Requirements

Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP, shall be included in the Proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.

4.14 Proposal of Additional Services

If a Contractor indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the original RFP at the sole discretion of Procurement.

4.15 Indemnification

Contractor agrees that it will protect, defend, indemnify, and hold harmless Procurement and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold Procurement harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this Contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

4.16 Liability and Other Insurance Coverage

Any Contractor that conducts business with Procurement, whether it is for goods and/or services, must maintain lawful worker's compensation/self-insured employee coverage requirements and adequate liability limitations.

The Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Texas, and be able to pass a debarment check according to SAM.gov.

The policies may provide coverage, which contain deductible or self-insured retention. Such deductible and/or self-insured retention shall not be applicable with respect to the coverage provided to Procurement under such policies. The Contractor shall be solely responsible for all deductibles and/or self-insured retention within ten (10) days after Contract award and prior to the commencement of any work or delivery, Procurement will require the successful Contractor to submit verification of the following coverage. The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Procurement and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear).

4.16.1 All insurance required herein shall be maintained in full force and effect throughout the term of this Contract, including all extensions.

(a) Automobile Liability: Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit of bodily injury and property damage not less than \$100,000/300,000/100,000 or combined single limit of \$400,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of this Contract;

(b) Commercial General Liability: Contractor shall maintain Commercial General Liability Insurance with a limit not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage; and

(c) Workers Compensation or self-insured employee coverage meeting the acceptable requirements as established by the Texas Workers Compensation Act, Title 5; Subtitle A, Texas Labor Code.

4.16.2 Contractor agrees that, with respect to the above-referenced insurance, all insurance contracts will contain the following required provisions

(a) Except Workers Compensation and Professional Liability, name Procuer and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;

(b) Provide for thirty (30) days' notice to Procuer for cancellation, non-renewal or material change;

(c) Provide for endorsement that the "other insurance" clause shall not apply to Procuer where Procuer is the additional insured on the policy;

(d) Provide for notice to Procuer of any changes to policy;

(e) Contractor agrees to waive subrogation against Procuer, its officers and employees for injuries, including death, property damage or any other loss;

(f) Default/Cumulative Rights/ Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Contract are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages;

(g) Approval and acceptance of Contractor's services by Procuer shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the Procuer for any defect, error or omission in the services performed by Contractor in this regard; and

(h) Contractor shall provide that all provisions of this Contract concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

Contractors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Procuer's premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments,

subject to the orders of the Procurer, not to exceed a period of up to two years from the termination of this Contract, or cancellation of this Contract or both.

4.16.3 All certificates of insurance shall be identified with the RFP 2023-Disaster Debris Proposal.

4.16.4 Contractor compliance with the above insurance requirements shall not relieve Contractor from any liability.

4.17 Other insurance and endorsements (Required for Pollution Control).

4.17.1 Subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the Procurer, not to exceed ten percent (10%) of the face amount of coverage, Contractor shall obtain hereof, insurance coverage written by company's authorized to conduct business in the State of Texas and acceptable to the Procurer, in the following type(s) and amount(s). All cost or expense of insurance, and any and all deductibles shall be paid by Contractor without any liability to or reimbursement from Procurer.

4.17.2 Prior to approval of any PO/Work Order by the Procurer, Contractor shall furnish an Insurance Certificate(s) to the Procurer which shall confirm that insurance policies in the amounts set forth below are then in effect. Procurer shall have no duty to pay or perform under this Contract until such certificate(s) have been delivered to Procurer, and no officer or employee of the Procurer shall have the authority to waive this requirement.

4.17.3 The Procurer reserves the right to review the insurance requirements of this section during the effective period of this Contract or any PO/Work Order and to adjust insurance coverage and their limits when deemed necessary and prudent based upon changes in statutory law, court decisions, current evaluation of risk, or the claims history of the industry as well as the contractor. If, after selection and furnishing of insurance as required herein, the Procurer requires an extension of coverage or increase in the minimum coverage limits, any increase in the premium cost of insurance caused by such increase will be paid by Contractor without cost to Procurer.

4.17.4 Required Minimum Coverage:

<u>Type</u>	<u>Amount</u>
Workers Compensation and Employer's Liability:	Texas Labor Code Statutory amount = \$500,000
Commercial General (public) Liability to Include coverage for the following: Premises operations to include sidewalk Independent Contractors Products /completed operations Personal injury Explosion, Collapse, Underground Hazard Products / Completed Operations Broad Form Property Damage Cross Liability and Severability of Interest Clause Contractual liability Fire legal liability Medical Payments	Combined single limit for bodily injury and property damage of \$5,000,000

4.17.5 Pollution: Contractor shall maintain Pollution Liability Insurance with a limit not less than Two Million Dollars (\$2,000,000) for each occurrence for bodily injury, including death, loss, or damage to property, including loss of use of damaged property or of property that has not been physically injured, cleanup costs, and cost and expenses incurred in the investigation, defense, or settlement of claims. Such insurance shall include automobile coverage forms. This Pollution Liability Insurance may be obtained by Contractor any time so long as it is obtained prior to the performance of or preparation of any work or services under this Contract, and without interference or delay to the emergency response or services by Contractor.

<u>Type</u>	<u>Amount</u>
Comprehensive Automobile Liability Insurance to include coverage for: -Owned / leased automobiles -Non-owned automobiles -Hired automobiles	Combined single limit of bodily injury and property damage of \$400,000

4.17.6 Additional Policy Endorsements. The Procurer shall be entitled, upon request and without expense to receive certified copies of all insurance Policies and all endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations or exclusions. (Except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies). Upon such request by the Procurer, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

4.18 Warranties Covenants and Agreements

Contractor warrants, covenants and agrees to the following:

- 4.18.1 **Disturbance or Waste.** Contractor shall not commit, nor allow to be committed any act of civil disturbance or riot, harassment of any nature, or any action or conduct actionable in State or Federal civil or criminal law; any act of waste including any act which might deface, damage, destroy any property or any part thereof; use or permit to be used any equipment, including, but not limited to aircraft, or other thing which might cause injury to person or property or do anything, or permit anything to be done, which would, in Procurer's opinion, disturb or tend to disturb the public.
- 4.18.2 **Control.** Contractor shall maintain sufficient discipline and control of its equipment, including, personnel and all parties to prevent any injury (including death) to any person or damage to the real or personal property.
- 4.18.3 **Hazardous Materials.** Throughout the term of this Contract, Contractor shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any hazardous materials, other than in strict compliance with all applicable federal, state, local laws, rules, regulations, and orders. For purposes of this provision, the term "hazardous materials" shall mean and refer to any wastes, materials, or other substances which require special handling or treatment, under any applicable local, state, or federal law, rule, regulation, or order.
- 4.18.4 **Nuisance.** Contractor covenants and agrees that it will cause to be abated or shall abate, at no cost to or contribution from Procurer, any spills, nuisances, health, environment or safety dangers and shall remediate or cause to be remediated all materials that may be in violation of any laws pertaining to health or the environment, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Water Code and the Texas Solid Waste Disposal Act, all as amended, caused by the presence, use, generation, release, discharge, storage, disposal, or transportation of any material by or at the direction of Contractor in performance of this Contract.
- 4.18.5 **Damage or Destruction.** Contractor shall not conduct its business in any manner which would (1) increase the risk of personal injury, including death, or damage to, partial destruction of any real or personal property, or any portion thereof, or (2) invalidate any policy of insurance now or hereafter carried by Contractor. Failure to comply with such requirement will constitute a breach of this Contract and Procurer may terminate this Contract if such requirement is not met after one (1) day written notice to Contractor from Procurer. Contractor agrees that Procurer shall not be liable for, nor be required to pay any damages, liquidated or unliquidated, caused by any delay due to compliance with this provision.
- 4.18.6 **Judicial Action.** Contractor agrees that it will furnish at the written request of the Procurer all necessary personnel and records necessary or convenient to provide all evidence or testimony regarding any actions taken or not taken to fulfill the requirements of this Contract without cost or expense to Procurer. This section shall survive the termination, cancellation and completion of this Contract for a period of five (5) years or until all changes, demands, suits or other actions have released or have become unappealable.
- 4.18.7 **Notice Required.** Contractor shall give immediate oral notice to Procurer, confirmed immediately by Fax or written notice, of any failure or problem with its equipment or inability to comply with the agreed upon schedule. Further, Contractor shall notify Procurer of any accident, spill, damage or destruction of equipment or materials, specifically including any chemicals, or any portion thereof, real or personal property, any injury to or death of any person, or any litigation or claim by any party involving Contractor in its actions or compliance with this Contract.

- 4.18.8 Emergency. In the event of any fire or police emergency, Contractor shall first notify the appropriate emergency response agency (911) and immediately thereafter orally notify:

Polk County: Courtney Comstock, Emergency Management Coordinator in the Office of Emergency Management, Polk County at (936) 327-6826, of such occurrence and immediately confirm such notice in writing.

- 4.18.9 Compliance with Law. Contractor shall comply with all federal, state or local laws, codes, ordinances, and regulations and orders of any federal, state, county, municipal or other government agency thereof having jurisdiction over and relating to compliance with or related to the terms of this Contract, inclusive of fire, emergency, environment, health, safety, and any construction and the rules and regulations of the County and/or Cities now or hereafter in force which may at any time be applicable, and shall obtain and pay for all permits, franchises, approvals, licenses, certificates, and any authorizations required or exacted by law and necessary for completion of this Contract, and shall pay all fees, assessments, taxes, excluding those taxes paid by the Procurer, and charges levied under state, federal, or local statutes or ordinances insofar as they are applicable.

- 4.18.10 Professional Quality. Contractor warrants to Procurer that all materials and services will be of professional quality conforming to generally accepted practices. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such services, then Contractor will perform all services in a good and professional manner that meets Procurer's goals and objectives as stated herein as well as otherwise adds value to and/or improves the performance of Procurer's expectations, objectives and purposes as stated in this RFP. Any work that is determined by Procurer to be less than professional quality will be corrected without charge. This warranty is limited to rework of the unsatisfactory product without change to the original specifications and without regard to the amount of the effort expended on the original work product.

- 4.18.11 Material Changes Affecting Qualifications. Contractor shall notify Procurer in writing immediately upon any occurrence that could or may affect the qualifications of the Contractor, specifically including, but not limited to the filing of a petition in Bankruptcy, assignment for the benefit of creditors, merger or sale of the Contractor, loss of computer hardware, software or firmware utilized, equipment, loss or restriction on any license, certificate, or other approval needed including the spraying equipment, or supplies utilized, or loss of or material change in personnel assigned or key personnel, detailing the occurrence. In the event that such occurrence shall, in the sole determination of Procurer, change or modify the qualifications of that Contractor, Procurer may terminate this RFP, including any PO/Work Order, or other agreement and remove the Contractor from the list of qualified proposers.

- 4.18.12 Permits, Fees, and Notices. Successful Contractor shall secure and pay for all permits and fees, licenses, and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

4.19 Collusion

Contractor may be required to provide an affidavit that he has not conspired with other potential suppliers in any manner to attempt to control competitive pricing. This paragraph does not, however, preclude two or

more suppliers of certain parts of the requirements from presenting a combined or joint proposal for the purpose of providing a complete proposal.

4.20 Compensation to Contractor

4.20.1 Contractor shall deliver a monthly invoice immediately following each month of service. The bill must be received by the 10th working day of the month for processing.

4.20.2 Procurer and other using agency/department reserves the right to withhold payment to Contractor or to require Contractor to return payments received from Procurer and other using agency/department in the event Contractor's performance does not comply with the provisions of this Contract or does not comply with applicable Polk County, City of Corrigan, City of Goodrich, City of Onalaska, City of Seven Oaks, and State of Texas regulations or policies. Contractor agrees to return any unearned amounts paid by the Procurer within thirty (30) days following the final date of the Contact period or (30) days from the date of notice to Contractor that amounts paid are to be returned.

4.21 Notices for Non-Compliance/Performance

Procurer shall furnish the awarded Contractor in writing any notice regarding the Contractor's failure to comply with requirements of this Contract. Contractor shall then remedy such non-compliance/performance within ten (10) working days following receipt of Procurer's written notice and awarded Contractor shall provide:

Polk County: Both the Polk County Auditor's Office and the Polk County Office of Emergency Management with accompanying written documentation of actions taken to remedy such non-compliance/performance. Continuous non-compliance/performance of the Contract terms conditions, and specifications shall be a basis for termination of the Contract by Polk County. The County shall not pay for work, equipment, services or supplies that are unsatisfactory.

4.22 Monetary Restitution

In the event this Contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, Procurer reserves the right to seek monetary restitution (including but not limited to; withholding of monies owed) from the Contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the Contract expiration date. In the event a civil suit is filed to enforce this provision, Procurer will seek its attorney's fees and cost of suit from the Contractor.

4.23 Gratuities, Kickbacks or Conflict Interest

4.23.1 **Gratuities:** It shall be unethical for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement, or to any solicitation or proposal therefore.

- 4.23.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- 4.23.3 Conflict of Interest: No official or employee shall have any financial interest, direct or indirect, in any contract with the Procurer or be financially interested, directly or indirectly, in the sale to the Procurer of any land, materials, supplies or services, except on behalf of the Procurer as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the Procurer shall render the Contract involved voidable by the Procurer. It is the responsibility of the Contractor during all phases of the contract process to notify the Procurer in writing of any potential conflict of interest.

4.24 Access to Records and Information

Contractor agrees to furnish to Procurer such information as may be requested which relates to the services Contractor provides. Contractor shall permit Procurer to audit/inspect records and reports, review services, and/or evaluate the performance of these services at any time. Contractor shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish reviews of program activities, services, and expenditures.

4.25 Termination

The proposed Contract may be terminated without cause by either party with thirty (30) days written notice to the other party. Such notice of termination will be by registered or certified mail, return receipt requested, and will be deemed given upon receipt of such notice by the other party.

4.26 Contract Subject to Availability of Funds

Polk County: The Contract will be subject to the availability of County and State funds as appropriate by the Polk County Commissioners Court, State Legislature and as made available by Polk County. If such funds become reduced or unavailable, this agreement shall be subject to immediate modification, reduction or termination. This contract will be utilized upon notification by Polk County for action to proceed.

4.27 Severability

If any provision is found to be invalid, the remaining provisions shall nevertheless remain in effect. Each paragraph and provision of any Contract between Procurer or using agency/department and Contractor shall be severable from the entire Contract.

4.28 Governing Law and Venue

The Contract shall be governed by the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Procurer's jurisdiction. In any legal action arising from this Contract, the laws of Texas shall apply and exclusive venue shall lie in Polk County, Texas.

4.29 Assignment

Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Procurer. Should the Procurer authorize the original awardee to subcontract (assign) any portion of this Contract, the original awardee will maintain the ultimate legal responsibility for all services according to Contract specifications. In the event of a subcontract, the original awardee must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of this Contract and/or legal ramifications, due to nonperformance. Should the Procurer authorize the original Contractor to transfer this Contract, in whole or part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this Contract; and the original Contractor will continue to be responsible for the performance of the secondary contractor. However, in the event of the assignment or sale of original awardee's assets, Procurer, at its option, may terminate or renegotiate the terms of this Contract.

4.30 Federal and State Debarred Contractors

No products and/or services will be procured from Contractors or companies that are listed on the debarment listing on SAM.gov. No products and/or services will be procured from Contractors or companies listed on the State of Texas debarment list on the Texas State Comptroller's website. No products and/or services will be procured from Contractors or companies listed on the Texas State Comptroller's Divestment Statute List. Government requirements for non-procurement suspension and debarment are contained in the OBM guidance 2CFR, part 180 that implements Executive Orders 12549 and 12689 Debarment and Suspension. Procurer reserves the right to reject from award consideration and/or terminate any contract with any Contractor found to be suspended, ineligible and/or debarred as outlined herein.

4.31 Disclosure Form CIQ

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any contractor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the contractor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Procurer. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire is included in this solicitation. By submitting a response to this request, the Contractor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Polk County: Please send completed forms to the Polk County Clerk at P.O. Drawer 2119 Livingston, TX 77351.

4.32 Polk County, Texas and Mutual Aid

Contractors are advised that the Contracts with Polk County, Texas, may be used to assist other jurisdictions within Polk County, Texas, through a Mutual Aid Agreement.

5.0 Proposal Format and Content

5.1 General Proposal Requirements

- 5.1.1 The Procurer discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Contractors must follow all formats and address all portions of the RFP set forth herein providing all information requested. Contractors may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all the of Procurer's information requirements.
- 5.1.3 Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP and must be clearly labeled. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.
- 5.1.4 Proposals shall be prepared on standard 8-1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All proposal pages must be numbered.
- 5.1.5 Contractors shall utilize dividers to separate each of the sections of the Proposal.
- 5.1.6 Each Proposal must respond to all portions of the RFP.

5.2 Proposal Format

Proposal shall be divided into the following

- 5.2.1 Transmittal Letter shall be submitted with your Proposal and contain the following information: All proposals must be signed in ink by a person duly authorized to legally bind the business entity submitting the Proposal.
 - Name, title, and telephone and email of Contractor's contact person for all inquiries.
 - The contact person responsible for fielding all inquiries from the Procurer.
 - Business form of Contractor (e.g. corporation, partnership, etc.), if applicable.
 - If a corporation, include the date and state of incorporation.
 - Provide confirmation of the financial stability of the business entity.
 - For profit or non-profit agency, provide Federal Tax identification number for the facility/organization.
 - Names and addresses of Contractor's principal officers, directors, or partners.
- 5.2.2 Detailed information on Contractor's ability to satisfy the project requirements. Provide a synopsis of the Contractor's depth of knowledge of the project's scope and special requirements as the Contractor perceives them to include the items below.
 - Understanding of the proposal and program objectives;
 - Resources to be utilized to implement the proposal;
 - Ability to meet the Technical Specifications set forth in Section 26; and

- Detail cost breakdown of proposed services

5.2.3 Other information to be provided by Contractor with RFP response

- A brief biography and complete resume of the person or persons who will operate/manage the services provided by Contractors.
- Complete reference information for all public and private institutions or agencies to which the Contractor provides or has provided similar services over the past 5 years. Contractor must include a minimum of four (4) written reference letters.
- Complete Price Schedules 1 and 2 and forms on pages 54 through 65.
- Accreditation and Licenses (pesticides, laboratory, facility, and aircraft)
- Additional information Contractor deems pertinent to this Request for Proposal (RFP).

6.0 Evaluation and Selection

The Evaluation Committee will consider many evaluation factors (of which cost is only one factor), and will receive proposals from all responsible applicants. The objective is to enter into a contract with the highest scoring applicants. Each category shall be weighted as follows, and one hundred (100) points are the maximum total number of points that can be awarded to a proposal.

6.1 Proposal Evaluation Categories and Weights

Qualifications / Compliance Evaluation

0-25 Points

- Relevant experience and past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience in regards to scope of work, service area, and amount of debris collected.
- Previous experience with State and Federal reimbursement programs; including, but not limited to: FEMA, TXWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
- Diverse project experience including, ROW, C&D debris, marine debris, private property and structure demolition.
- References on recent projects, including two projects over 500,000 C.Y.

Ability Evaluation

0-25 Points

- The ability, capacity, skill, and organization of the Contractor to perform and support the needs and objectives within the scope of work as proposed.
- The character, integrity, reputation, judgment, and experience of Contractor.
- The schedule and availability of the Contractor; to include response time.
- Financial stability of business entity.
- The current and projected workload of the Contractor; to include current contracts with other government entities.
- Capacity to respond to major and catastrophic disasters, with minimal existing pre-event contracts within 100 miles of Polk County, Texas.
- Listing of current condition and amount of resources available to perform the services required, such as the Contractor's heavy equipment, vehicles, and other related equipment.

- Equipment owned vs. leased.

Cost Evaluation

0-25 Points

- The primary method of cost evaluation will be based on the rates for vegetative debris removal, reductions, and hauling to a disaster event. Note: Compensation under any future contract shall be based on actual work performed.

Technical Evaluation

0-20 Points

- The explanation of the Contractor's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of Procurer.
- Contractor's existing maintenance, repair, parts and resource programs, including availability of personnel, that would enable and ensure completion of all work as may be required under the guarantee provided.

Certified MBE/WBE Firm

- Contractor is a Certified MBE/WBE Firm

5 Points

TOTAL POINTS

100 Points

6.2 Proposal Evaluation Process

6.2.1 The evaluation process is designed to award a primary and secondary contract.

6.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. An Evaluation Committee will independently evaluate each Proposal and selection will be made. Consideration will be given to the contractor that can provide the services listed within the RFP, based on bid scoring.

6.2.3 All Proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP.

6.2.4 Procurer reserves the right, at its sole discretion, to request clarifications or conduct discussions for the purpose of clarification with any or all Contractors. The purpose of any such discussions shall be to ensure full understanding of the Proposal. If clarifications are made as a result of such discussion, the Contractor shall put such clarifications in writing. All communication with the Evaluation Committee will be coordinated by the RFP Coordinator. Contractors are prohibited from contacting the Evaluation Committee members directly.

6.3 Contract Award Process

6.3.1 The RFP Coordinator shall forward results from the proposal evaluation process and award recommendation to the Procurer for its approval.

6.3.2 Procurer reserves the right to make an award without further discussion of any Proposal submitted. Each Proposal should be submitted on the most favorable terms the Contractor can offer.

6.3.3 The best-evaluated Contractor shall be prepared to enter into a contract with Procurer. It is the intent

of Procurer to award a Primary and a Secondary Contractor for services provided under this proposal. The Primary Contractor shall be the initial firm mobilized by the Procurer. The Secondary Contractor will be utilized in instances where the scope of the event merits additional resources to assist the Primary Contractor, or if the Primary Contractor is unavailable.

6.3.4 Contract award shall be subject to the contract approval of all appropriate officials in accordance with applicable State laws and regulations.

7.0 Terms, Definitions, and Acronyms

7.1 Definitions of the terms listed below. Definitions are subject to change based on FEMA's current definition.

Authorized Representative – Procurer's employees and/or contracted individuals designated by the Procurer's Debris Manager.

Chipping or Mulching – The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.

Cleanup Crew – A group of individuals and/or an individual employed by the disaster debris collection Contractor to collect disaster debris.

Construction and Demolition Debris (C&D) – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber/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 systems and their components, light fixtures, small consumer appliances, equipment, furnishings and other residential contents that are a result of a disaster event.

County – Polk County, Texas, a political subdivision of the State of Texas.

City – City of Corrigan, City of Goodrich, City of Onalaska and City of Seven Oaks, Texas, political subdivisions of the State of Texas.

County Approved Final Disposal Site – a final disposal location approved in writing by the County.

City Approved Final Disposal Site – a final disposal location approved in writing by a City.

Debris Manager – the Procurer will designate a Debris Manager who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the Procurer's jurisdiction.

Debris – Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: trees, construction and demolition debris, and personal property.

Debris Clearance – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.

Debris Management Site (DMS) – A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and

Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

Debris Monitoring – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

Debris Removal – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

Debris Removal Contractor – Conducts debris removal operations per the terms of the contract. Term includes primary Contractor, subcontractors and individual crews.

Demobilization – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the Procurer. The Contractor will leave all sites utilized clean and restored to the original state as approved by the Procurer and verified through soil and groundwater samples.

Demolition – The act or process of reducing a structure, as defined by the State of Texas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

Designated Area – Generally bounded by the County and/or City line and includes public property and rights-of-way within the County and/or City that was directly affected by a debris generating event.

Disaster Specific Guidance – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

Eligible – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the Procurer to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.

Emergency Debris Clearance - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads) as defined by FEMA 325 – “Public Assistance Debris Management Guide”.

Emergency Relief Program – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

E-Waste – End of life electronics, typically televisions, computers and related components.

FEMA Publication 325 Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:

- Eliminating immediate threats to lives, public health and safety.

- Eliminating immediate threats of significant damage to improved public or private property.
- Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

Field Inspector – Monitor

Force Account Labor – Labor performed by the applicant’s permanent, full time or temporary employees.

Garbage – Waste that is regularly collected through the Procurer’s normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result of residential or commercial activities.

Grinding – Reduction of disaster-related vegetative debris through **mechanical** means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

Hangers – A limb that is hanging from a tree that poses a significant threat to the public and meets federal, state and local eligibility at the time of removal and also meets the following:

- The limb must be suspended in a tree and threatening a public-use area;
- The limb must be located on improved public property; and
- Provide before/after photos of the hazardous hangers and GPS coordinates.

Hazardous Stump – A stump is defined as hazardous if it poses a significant threat to the public and meets federal, state and local eligibility at the time of removal and also meets the following:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.
- Provide before/after photos of the hazardous stump and GPS coordinates.

Hazardous Tree - A tree is defined as hazardous if it poses a significant threat to the public and meets federal, state and local eligibility at the time of removal and also meets the following

- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.
- Provide before/after photos of the hazardous trees and GPS coordinates.

Hazardous Waste – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.

Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage

Household Hazardous Waste (HHW) – The Resource Conservation and Recovery Act (RCRA) defines

hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.
- The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the Procurer's jurisdiction with written authorization by the Procurer's Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

Monitor – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the Procurer's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector".

Mulching or Chipping – See Chipping or Mulching

Mutual Aid Agreement - A written understanding between communities and/or States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

National Response Plan (NRP) – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

PPE – Personal Protective Equipment. May also be referred to as "Safety Gear."

Recycling – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

Refrigerant – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

Regulated Waste – Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.

Right of Entry – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

Right-of-Way – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

Scale/Weigh Station – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

Specifications – The written technical provisions including all appendices thereto, both general and specific,

which form a part of the Contract documents

Subcontractor/Service Provider – The party or parties contracting directly with the Contractor to perform work pursuant of this Contract.

TDSPF - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal Contractor for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).

Temporary Debris Staging and Reduction Site – Temporary Debris Staging and Reduction (TDSR) sites are locations designated by the Procurer for the temporary storage and reduction of disaster-related debris.

Tipping Fee – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

United States Army Corps of Engineers (USACE) – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

Vegetative Debris – As outlined in FEMA Publication 325, eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

- Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

Volatile Organic Compounds (VOCs) – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking water supply.

White Goods – As outlined in FEMA Publication 325, eligible White Goods are defined as discarded disaster-related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the major disaster event

Work – Any and all obligations, duties, responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by Contractor under this Contract.

7.2 Acronyms (Abbreviations) listed below.

ACM	Asbestos Containing Materials
C&D	Construction and Demolition
CBRA	Coastal Barrier Resources Act
CBRN	Chemical, Biological, Radiological, and Nuclear
CBRS	Coastal Barrier Resources System
CEI	Construction, Engineering and Inspection
CFR	Code of Federal Regulations
CTS	Central Transfer Station
CWA	Clean Water Act
DDIR	Detailed Damage Inspection Report
DMS	Debris Management Site
DOT	Department of Transportation
DPW	Department of Public Works
DRM	Disaster Recovery Manager
DTFL	Debris Task Force Leader
EO	Executive Order
EMC	Emergency Management Coordinator
EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
ESF	Emergency Support Function
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FMIS	Fiscal Management Information System
GIS	Geographic Information System
GPS	Global Positioning System
HHW	Household Hazardous Waste
HUD	Department of Housing and Urban Development
IA	Individual Assistance
ICS	Incident Command System
JFO	Joint Field Office
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRCS	Natural Resources Conservation Service
NRF	National Response Framework
OCC	Office of Chief Counsel
OEM	Office of Emergency Management
OSHA	Occupational Safety and Health Administration
PA	Public Assistance
PDA	Preliminary Damage Assessment
PNP	Private Nonprofit
PPDR	Private Property Debris Removal
PPE	Personal Protective Equipment
PW	Project Worksheet
RACM	Regulated Asbestos Containing Material
RCRA	Resource Conservation and Recovery Act
RFB	Request for Bid

RFP	Request for Proposal
ROE	Right-of-Entry
ROW	Right-of-Way
RRC	Rapid Response Crew
SHPO	State Historic Preservation Officer
TCEQ	Texas Commission on Environmental Quality
TDSPF	Temporary Debris Staging and Processing Facility
TDSR Site	Temporary Debris, Storage, and Reduction Site
THC	Texas Historical Commission
TSDF	Hazardous Waste Treatment, Storage, and Disposal Facility
TxDOT	Texas Department of Transportation
USACE	United States Army Corps of Engineers
USCG	United States Coast Guard
USDA	United States Department of Agriculture
VOCs	Volatile Organic Compounds

8.0 Designated Areas

8.1 Descriptions

8.1.2 **Polk County:** The designated area for debris removal (the County right-of-way) is comprised of the unincorporated areas of Polk County and includes public property and Right-of-Way (ROW), County parks and County debris staging areas within the County and may include private segments within the jurisdictional boundaries of the County.

Cities of Corrigan, Goodrich, Onalaska, and Seven Oaks: The designated area for debris removal (City right-of-way) is comprised of the incorporated areas of the Cities and includes public property and Right-of-Way (ROW), City parks and City debris staging areas within the Cities and may include private segments within the jurisdictional boundaries of the Cities.

8.1.3 The Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.

8.1.4 All debris identified by the Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the Procurer's jurisdiction is at the discretion of its Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the Procurer or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the Debris Manager in writing.

8.1.5 Loose leaves and small debris shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than three inches in any dimension shall be left at the point of collection.

8.1.6 Contractor shall deliver all disaster-related debris to the Procurer's approved Debris Management

Site (DMS) or Procurer's approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.

8.1.7 All Final Disposal Sites must be approved, in writing, by the Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. The Contractor reduction, handling, disposal and remediation methods must be approved, in writing, by the Debris Manager.

8.1.8 Payment for disposal costs incurred by the Contractor at the Procurer's approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the Procurer as a pass-through cost. Prior to reimbursement by the Procurer, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weight tickets numbers with load ticket or haul out ticket numbers and other applicable information.

8.1.9 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

8.1.10 The Procurer reserves the right to inspect DMS, verify quantities and review operations at any time.

8.2 Debris Management Sites

8.2.1 The Contractor is responsible for providing a sufficient number of DMS to support the event in which the Contract is activated. The proposed DMS must be approved by the Procurer. Depending on the event, the Procurer may provide the Contractor with DMS locations within the Procurer's jurisdiction. The cost associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS in the jurisdiction is a cost borne by the Contractor and compensated based on the Contractor's bid for site management and reduction of debris.

8.2.2 The Contractor will prepare and maintain the DMS facility(ies) to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include the following:

- Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- Ensuring only Contractor vehicles and others specifically authorized by the Procurer will be allowed to use the DMS.
- Providing DMS utilities which include but are not limited to water, lighting, and portable toilets.
- Providing traffic control which includes but is not limited to traffic cones and staff with traffic flags.
- Providing DMS dust control and erosion control which includes but is not limited to an operational water truck, silt fencing, and other best management practices.
- Providing DMS fire protection which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.
- Providing 24-hour site security for each DMS.
- Restoring the site to its original condition prior to site use. Site remediation includes returning original site grade, sod, and other physical features. Site remediation also includes returning the site to its original condition as verified through soil and groundwater

- samples. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have to be demolished at the Procurer's direction. Close the DMS site with TCEQ upon completion of debris operations.

8.2.3 The Procurer may also establish designated homeowner drop-off sites. The Contractor will be responsible for removing all debris from those sites daily.

8.2.4 The Contractor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Contractor's Operation Manager, who will in turn provide this information to the Procurer. These daily reports must meet the requirements of federal, State, and local government agencies, and other reimbursement and regulatory governmental agencies.

8.2.5 The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Procurer and the Texas Commission on Environmental Quality (TCEQ). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

9.0 Statement of Work

9.1 Under this Contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written notice to proceed is issued to the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to Procurer approved DMS(s) or Procurer approved Final Disposal Site(s); 4) reducing disaster-related debris; 5) hauling reduced debris to an approved Final Disposal Site; and 6) disposing of reduced debris at an approved Final Disposal Site. Debris not defined as eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued notice to proceed, unless otherwise directed by the Debris Manager, in writing.

9.2 Procurer's personnel will complete the initial debris clearance for access from public streets, including the moving of debris to unblock a street. The Procurer intends to perform debris clearance for access within its own forces or under existing contracts between the Procurer and local firms. However, in a significant

disaster, these resources may be insufficient to perform the clearance activities in a timely manner and the Contractor may be directed to perform them.

9.3 After activation of this Contract and after a preliminary damage assessment, the Procurer and the Contractor, together, will establish a schedule of events depending on the severity of the disaster surrounding the Procurer's jurisdiction. This schedule of events shall include the dates for the:

- Last pass of the removal of public and/or private vegetative debris
- Last pass of the removal of construction and demolition debris

9.4 These last pass dates shall be very important to both the Procurer and the Contractor because of the liquidated damages that may be implemented, if the Contractor does not meet these dates.

9.5 Scope of services under this Contract includes, but is not limited to:

10.0 Emergency Road Clearance

At the request of Procurer under this Contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from roadways, to make them passable immediately following a declared disaster. All roadways designated by the Debris Manager shall be clear and passable within 70 working hours of the issuance of Release Orders from the Procurer to conduct emergency roadway clearance work. The Procurer may choose to extend the Contractor's 70-hour limit through a written request. Contractor should not go past the 70-hour limit without written approval from the Procurer and written justification from the Contractor. This may include roadways in municipalities within the Procurer's jurisdiction or other governmental agencies under the legal responsibility of the Procurer. Clearance of these roadways will be performed as identified by the Debris Manager. The Contractor shall assist the Procurer and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Clearance Price Schedule.

11.0 ROW Vegetation Debris Removal

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport disaster-related vegetative debris existing on the Procurer's ROW to a Procurer approved DMS or a Procurer approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of vegetative debris existing in the Procurer's jurisdiction will be performed as identified by its Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the Procurer's authorized representative, the debris removal vehicle will proceed immediately to a Procurer approved DMS or Procurer approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the Procurer or its authorized representative.
- e. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by

the Procurer or its authorized representative. The Procurer will provide specific Right-of-Entry (ROE) legal and operational procedures.

- f. The Contractor must provide traffic control as conditions require or as directed by the Debris Manager.

12.0 ROW C&D Debris Removal

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Construction and Demolition (C&D) debris existing on the Procurer's ROW to a Procurer approved DMS or Procurer approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of C&D debris existing in the Procurer's ROW will be performed as identified by the Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the Procurer's authorized representative, the debris removal vehicle will proceed immediately to a Procurer approved DMS or Procurer approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the Procurer or its authorized representative.
- e. Entry onto private property for the removal of C&D hazards will only be permitted when directed by the Procurer or its authorized representative. The Procurer will provide specific ROE legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or directed by the Debris Manager.

13.0 Demolition, Removal, Transport, and Disposal of Non-RACM Structures

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Non-Regulated Asbestos Containing Material (Non-RACM) structures on public or private property within the jurisdictional limits of the Procurer, and at Procurer's discretion. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, debris generated from the demolition of Non-RACM structures, as well as scattered C&D debris on public or private property, will be transported to an approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the Procurer for direction regarding decommissioning.
- c. Removal and transportation of Non-RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the Procurer's authorized representative, the debris removal vehicle will proceed immediately to an approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the Procurer or its authorized representative. The Procurer will provide specific Right-of-Entry (ROE)

- legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

14.0 Demolition, Removal, Transport, and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of RACM structures on public or private property within the jurisdictional limits of the Procurer, and at Procurer's discretion. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, debris generated from the demolition of structures, as well as scattered C&D debris on public or private property, will be transported to an approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
Any structurally unsound and unsafe structures will be identified and presented to the Procurer for direction regarding decommissioning.
- b. Removal and transportation of RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the Procurer's authorized representative, the debris removal vehicle will proceed immediately to an approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the Procurer or its authorized representative. The Procurer will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

15.0 DMS(s) Management, Operations, and Through Grinding

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of disaster-related debris. Grinding must be approved by the Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA), TCEQ, and Texas Historical Commission (THC). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. The Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA, TCEQ guidelines, and Texas Historical Commission guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris

- removal, etc.) and applicant(s).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
 - e. The Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
 - f. The Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
 - g. The Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
 - h. The Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
 - i. The Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the Procurer. The cost associated with qualified personnel and lined containers/containment areas for contaminant segregation, as well as contaminant disposal from DMS locations, is a cost reflected in this scope of services.
 - j. The Contractor is responsible for providing 24-hour DMS(s) security.
 - k. The Contractor will only permit Contractor vehicles and others specifically authorized by the Procurer or its authorized representative on site(s).
 - l. The Contractor shall provide a tower(s) from which the Procurer or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP.

Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the Procurer's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Procurer and TCEQ.

16.0 DMS(s) Management, Operations, and Reduction Through Air Curtain Incinerators

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of disaster-related debris. ACI reduction must be approved by the Debris Manager, Texas Forest Services, TCEQ and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and TCEQ. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

- b. The Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and TCEQ guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. The Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. The Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. The Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- h. The Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. The Contractor is responsible for providing 24-hour DMS(s) security and fire tender.
- j. The Contractor will only permit Contractor vehicles and others specifically authorized by the Procurer or its authorized representative on site(s).
- k. The Contractor shall provide a tower(s) from which the Procurer or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP, Debris Site Tower Specifications).
- l. The Contractor is responsible for all associated costs necessary to test residual ash from processing for arsenic and other Volatile Organic Compounds (VOCs) as deemed necessary based on DMS operations.

Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the Procurer's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Procurer and TCEQ.

17.0 DMS(s) Management, Operations, and Reduction Through Controlled Open Burning

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through controlled open air burning of disaster-related debris. Controlled open air burning must be approved by the Debris Manager, County Environmental Enforcement Officer, County Fire Marshall, City Fire Marshall, Texas Forest Service, TCEQ and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and TCEQ. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. The Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and TCEQ guidelines.

- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. The Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. The Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. The Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- h. The Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. The Contractor is responsible for providing 24-hour DMS(s) security and fire tender.
- j. The Contractor will only permit Contractor vehicles and others specifically authorized by the Procurer or its authorized representative on site(s).
- k. The Contractor shall provide a tower(s) from which the Procurer or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP, Debris Site Tower Specifications.
- l. The Contractor is responsible for all associated costs necessary to test residual ash from processing for arsenic and other VOCs as deemed necessary based on DMS operations.

Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the Procurer's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Procurer and TCEQ.

18.0 Haul-Out of Reduced Debris to an Approved Final Disposal Site

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced material such as ash, compacted C&D or mulch existing at a Procurer approved DMS(s) to a Procurer approved Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the Procurer for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-Procurer approved Final Disposal Site.

The Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSD, as requested by the Procurer. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services. Depending on the volume of HHW per DMS location, the Procurer may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

Removal of Hazardous Leaning Trees and Hanging Limbs

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all hazardous trees six inches or greater in diameter, measured four-and-a-half feet from the base of the tree and hazardous hanging limbs two inches or greater in diameter when measured at the break existing on the Procurer's ROW. Debris generated from the removal of hazardous trees and hanging limbs two inches or greater existing in the Procurer's ROW will be placed in the safest possible location on the Procurer's ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Hazardous leaning trees less than six inches in diameter, measured four-and-a-half feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The Procurer will not compensate the Contractor for cutting leaning trees less than six inches in diameter on a unit rate basis. The collection of all hazardous leaning trees and hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the Procurer's ROW then The Contractor must load the resulting debris as hazardous leaning tree or hazardous hanging limbs as they are removed.

- a. Hazardous trees will be identified by the Procurer or its authorized representative for removal. Removal and placement of hazardous trees six inches or greater in diameter existing on the County ROW or private property will be performed as identified by the Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the Debris Manager. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:
 - 1) The tree is leaning in excess of 30 degrees in a direction that poses an immediate threat to public health, welfare and safety.
 - 2) The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
 - 3) Over 50 percent of the tree crown is damaged or broken and heartwood is exposed.
 - 4) The tree has a split trunk that exposes heartwood.
 - 5) Contractor must provide GPS coordinates and pictures depicting eligibility, size, and to verify before and after removal of hazardous trees.

- b. Removal and placement of hazardous hanging limbs existing on the Procurer's ROW or private property will be performed as identified by the Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the Debris Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
 - 1) The limb is greater than two inches in diameter.
 - 2) The limb is still hanging in a tree and threatening a public- use area.
 - 3) The limb is located on improved public property.

20.0 Removal of Hazardous Stumps

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove hazardous uprooted stumps greater than 24 inches in diameter, measured 24 inches from the base of the tree existing on the Procurer's ROW. Further, debris generated from the removal of uprooted stumps existing on the Procurer's ROW will be transported to a Procurer approved DMS or a Procurer approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Hazardous stumps measured 24 inches from the base of the tree and 24 inches or less in diameter will be considered normal vegetative debris and removed in accordance with scope of services item 2. The diameter of stumps less than 24 inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Attachment 3 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- a. Hazardous stumps will be identified by the Procurer or its authorized representative for removal. Removal and transportation of hazardous uprooted stumps existing on the Procurer's ROW or private property will be performed as identified by the Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:
 - 1) Fifty percent or more of the root ball is exposed.
 - 2) The stump is on Procurer's ROW and poses an immediate threat to public health, safety or welfare.
- b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than 50 percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Attachment 3 – FEMA Stump Conversion Table).
- c. Procurer's authorized representative will measure and certify all eligible stumps prior to removal.
- d. Contractor must provide GPS coordinates and pictures depicting eligibility, size, and to verify before and after removal of stumps.

21.0 Sand, Silt, and Debris Removal from Detention / Retention Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to collect sand, silt, and debris from Procurer's detention/retention structures and transport to a Procurer approved final disposal site in accordance with all federal, state, and local rules and regulations.

- a. For the purposes of this element, sand, silt, and debris existing in Procurer's detention/retention structures will be removed to a depth designated by the Procurer or the Procurer's authorized representative.
- b. Once the debris removal vehicle has been issued a load ticket from the Procurer's authorized representative, the debris removal vehicle will proceed immediately to a Procurer approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

22.0 Household Hazardous Waste Removal Transport and Disposal

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of HHW from the ROW to the Debris Management Site (DMS).

- a. The removal, transportation and disposal of HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

- b. All HHW shall be managed as hazardous waste and disposed of at a permitted TSDF or acceptable recycling facility. The facility for recycling or final disposal site must be approved in writing by the Procurer.

23.0 Row White Goods Debris Removal

Under this Contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a Procurer approved DMS, decontamination, and transportation to a Procurer approved facility for recycling or final disposal. The facility for recycling or final disposal site must be approved in writing by the Procurer. White goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

- a. The removal, transportation, and recycling or final disposal of white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
 - All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
- b. The Contractor shall recycle or dispose of all white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a Procurer approved DMS for refrigerant removal by the Contractor's qualified technicians.

24.0 Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the Procurer's ROW to a Procurer approved Final Disposal Site. The Contractor shall coordinate activities with Procurer, and appropriate state agencies, if needed.

- a. Disposal of animal carcasses must be compliant with the Texas Department of Agriculture, Texas Animal Health Commission, Texas Historical Commission, and TCEQ rules for handling, solid waste, and air quality.

25.0 Other Debris Removal Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The Procurer reserves the right to require the Contractor to dismiss or remove from the project any workers as the Procurer sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

26.0 Technical Specifications

- 26.1.0 Notice to Proceed. The Procurer shall issue official written notice to proceed for the services referenced in this contract. Notice to proceed shall be sent via electronic transmission (facsimile, e-mail, etc.). If the Contractor's authorized representative is on site in the Procurer's jurisdiction, then the written notice to

proceed may be hand delivered. Under no circumstances shall the Procurer be liable for any services rendered unless the written notice to proceed has been sent and received by the Contractor. The Contractor must acknowledge receipt of the written notice to proceed.

- 26.1.1 Changes in Statement of Work. The Procurer may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to this Contract.
- 26.1.2 Indemnity. The successful contractor shall defend, indemnify and save harmless Procurer and all its officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from RFP award. Successful Respondent shall pay any judgment with cost which may be obtained against Procurer and participating entities growing out of such injury or damages.
- 26.1.3 Drug Free Workplace. In the interest of job safety and to protect the general public, other contractors and the Procurer's employees from the consequences of accidents that are caused by worker abuse of controlled substances on Procurer's construction projects, the Contractor certifies by submission of its Proposal that it will make a good faith effort to maintain a drug-free jobsite.
- 26.1.4 Mobilization. Within 18 hours of notice to proceed from the Procurer, the Contractor will mobilize an Operations Manager to the Procurer's jurisdiction. The Operations Manager will assist the Procurer in planning for the operation and mobilization of Contractor personnel and equipment necessary to perform the work. If the Contractor does not send an Operations Manager within 18 hours after the call by the Procurer, the Procurer may then go to the next RFP-approved Contractor for their services instead of using the first Contractor.
- Within 36 hours of notice to proceed from the Procurer, the Contractor shall mobilize equipment and resources in the Procurer's jurisdiction to begin debris removal operations as directed by the Procurer. As part of the Contractor's mobilization effort the Contractor shall provide an on-site office trailer for the duration of the project or as directed by the Procurer.
- 26.1.5 Safety. The Contractor shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this Contract.
- 26.1.6 On-Site Project Manager. The Contractor shall provide an on-site project manager to the Procurer. The project manager shall provide a telephone number to the Procurer with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the Debris Manager and/or authorized representatives. Daily meeting topics will include, but not be limited to, volume of debris collected, completion progress, Procurer coordination and damage repairs. Frequency of meetings may be adjusted by the Debris Manager. The Contractor project manager must be available 24 hours a day, or as required by the Debris Manager.
- 26.1.7 Equipment:

1. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
2. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two-inch by six-inch boards or greater and not to extend more than two feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the Procurer's authorized representatives prior to its use by the Contractor.
3. Debris shall be reasonably compacted into the hauling vehicle. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a Procurer approved DMS or a Procurer approved Final Disposal Site.
4. Trucks or equipment designated for use under this Contract shall not be used for any other work. The Contractor 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 the Contractor mix debris hauled for others with debris hauled under this Contract.
5. Equipment used under this Contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber-tired equipment must be approved for use on the road by the Debris Manager.
6. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the Debris Manager, following the event. All hand-loaded vehicles will receive an automatic 50 percent deduction for lack of compaction.

26.1.8 Traffic Control. The Contractor shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor. No further work shall take place until the deficiency is corrected. Neither the Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

26.1.9 Rapid Response Crew. Contractor shall be required to provide the Procurer with access to one or more Rapid Response Crews (RRC) as directed by the Procurer. The purpose of the RRC is to respond immediately to disaster-related debris piles as directed by the Debris Manager or the Procurer's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster-related debris which the Procurer deems a priority for overall recovery.

26.1.10 Work Hours. The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the Procurer and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis.

26.1.11 Time of Completion. The services shall commence upon written notice to proceed from the Procurer. For each event in which this Contract is activated the Procurer and the Contractor will develop a project completion date. The project completion date may be revised if mutually agreed upon by the Procurer and the Contractor.

26.1.12 Liquidated Damages. Should the Contractor fail to complete requirements set forth in this statement of work, the Procurer will suffer damage. The amount of damage suffered by the Procurer is difficult, if not impossible to determine at this time. Therefore, the Contractor shall pay the Procurer, as liquidated damages, the following:

1. The Contractor shall pay the Procurer, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the Procurer's jurisdiction with the resources required to begin debris removal operations, within 36 hours of notice to proceed.
2. The Contractor shall pay the Procurer, as liquidated damages, \$1,000.00 per load of disaster debris collected in the Procurer's jurisdiction that is not disposed of at a Procurer approved DMS or Procurer approved Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
3. The Contractor shall pay the Procurer, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.
4. The Contractor shall pay the Procurer, as liquidated damages, \$500.00 per calendar day of delay to complete the project by the agreed upon project completion date.
5. The Contractor shall pay the Procurer, as liquidated damages, \$500.00 per calendar day of delay to remediate each DMS to the original condition based on the completion date set forth by the Procurer and Contractor per DMS.
6. The Contractor shall pay the Procurer, as liquidated damages, \$100.00 per incident where the Contractor fails to provide sufficient documentation to the Procurer to support federal, state, and local agency eligibility of the work performed. Additionally, no payment will be made for the work performed.

The amounts specified above are mutually agreed upon as a reasonable and proper amount of damage the Procurer should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

26.1.13 Damages. The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the Procurer. If there is disagreement between a resident and Contractor as to the repair of damages, the Procurer shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the Procurer will result in the Procurer withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the Procurer deems the Contractor negligent in management practices, the Procurer may withhold from retainage money or invoice the Contractor for time and material costs associated with resolving issues or damages related to the Contractor's work.

26.1.14 Existing Utilities:

1. Some trees and debris that are to be removed under this Contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the

overhead and underground utility lines (i.e. water and sewer). The Contractor shall pay all such costs to the utility company for any adjustments.

2. The Procurer may choose either to have the Contractor make the necessary repairs or have the Contractor pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately-owned utilities shall be made by the Contractor.

26.1.15 Debris Site Tower Specifications:

1. The Contractor shall provide as many towers as designated by the Procurer at each dumpsite for the use of Procurer's authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the Procurer or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum 8 feet by 8 feet of usable floor area, be covered by a roof with 2 feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up 4 feet on all 4 sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 6, 7 and 8.
2. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the Debris Manager due to unsuitable conditions at the tower.

26.1.16 Facilities at DMS Locations: The Contractor shall provide as many portable toilets as designated by the Procurer at each dumpsite for the use of Procurer's authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor's Service Provider(s) throughout the duration of dumping operations. The expense incurred by the Contractor for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items.

26.1.17 Ownership of Debris. All debris residing in the Procurer's ROW and Procurer provided DMS(s) shall be the property of the Procurer until final disposal at a properly permitted disposal site.

26.1.18 Environmental Protection:

Any and all fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

26.1.19 Contractor and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

- a. The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the Debris Manager. The Contractor

shall comply in a timely manner with all directions of the Debris Manager regarding the use of a water truck or other approved dust abatement measures.

- b. The Contractor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- c. The Contractor shall immediately report and document all incidents to the Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
- d. The Contractor must notify the Procurer regarding any fluid or chemical spillage so that the Procurer or its authorized representative can review and approve of the cleanup.

26.1.20 Documentation and Measurement:

1. The Contractor is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
2. All Contractor trucks used for collection and hauling of debris from the Procurer's ROW to Procurer approved DMSs or Procurer approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the Procurer or Procurer-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the Procurer of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a Procurer-authorized representative each time it returns to work from other contracts or communities.
3. The Contractor is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.
4. Load tickets will be provided by the Procurer or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the Procurer or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the Procurer will be authorized for use.
 - a. Procurer encourages Contractor to utilize its electronic software system to generate load tickets (if it has been successfully used in prior disaster projects); however, if Contractor uses paper load tickets it shall be of a type that consists of one original and four carbon-copy duplicates.
 - b. Each ticket shall be used to document the location where the disaster-related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed. Contractor is responsible for ensuring all load and unit rate tickets capture the location of debris or where work was completed, collection/disposal date, disposal location, percentage load call or measurement and Procurer-authorized representative name and signature. No payment will be made by the Procurer for incomplete load or unit rate tickets submitted for payment.
 - c. Load tickets will be issued by an authorized representative of the Procurer at the collection site. The Procurer-authorized representative will complete the applicable portion of the load ticket and submit electronically, or if using paper-carbon copy load tickets will provide all five copies to the vehicle operator. Upon arrival at the DMS or Procurer-approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the Procurer-authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the Procurer-authorized representative present at the DMS or Procurer approved Final Disposal Site. The Procurer-authorized representative will validate, enter

the estimated debris quantity and sign the load ticket. A copy will be submitted to the Procurer electronically, or if Contractor utilizes paper-carbon copy load tickets, they will keep the original copy, two copies will be given back to the vehicle operator and the remaining two copies will be provided to the Contractor.

- d. Loads of processed (e.g., chipped) debris being hauled from a DMS to a Procurer approved Final Disposal Site will follow the same load ticket procedures. A Procurer authorized representative will initiate the load ticket at the DMS. Another Procurer authorized representative will validate and sign the ticket at the Procurer approved Final Disposal Site.
- e. The Contractor shall give written notice of the location for work scheduled 24 hours in advance.

27.0 Price Schedule 1 – Clearance Price Schedule

SCHEDULE 1 - CLEARANCE PRICE SCHEDULE			
EQUIPMENT TYPE WITH OPERATOR CATEGORY	ESTIMATED HOURS	UNIT COST RATE	TOTAL PRICE
50' Bucket Truck	70		
Crash Truck w/Impact Attenuator	70		
Dozer, Tracked, D3 or Equivalent	70		
Dozer, Tracked, D4 or Equivalent	70		
Dozer, Tracked, D5 or Equivalent	70		
Dozer, Tracked, D8 or Equivalent	70		
Dump Truck, 16 +/- CY	70		
Dump Truck, 20 +/- CY	70		
Dump Truck, 38 +/- CY	70		
Generator, 5.5 kW, List kW Capacity	70		
Generator, 200 kW, List kW Capacity	70		
Generator, 2,500 kW, List kW Capacity	70		
Light Plant with Fuel and Support	70		
Graders w/12" Blade (Min. 30,000 LB)	70		
Hydraulic Excavator, 1.5 CY	70		
Hydraulic Excavator, 2.5 CY	70		
Kunckleboom Loader	70		
Lowboy Trailer w/ Tractor	70		
Mobil Crane up to 15 Ton	70		
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70		
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70		

Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70		
Vac Truck (Mist Capacity), List Capacity	70		
Pickup Truck, 1 Ton	70		
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70		
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70		
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70		
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70		
Tub Grinder, 800 to 1,000 HP	70		
Hydraulic Excavator, 1.5 cy (w/ thumb)	70		
Hydraulic Excavator, 2.5 cy (w/ thumb)	70		
Truck, Flatbed	70		
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	70		
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	70		
Wheel Loader, 3 CY, 152 HP	70		
Wheel Loader, 4.0 CY, 200 HP	70		
Wheel Loader, 1.5 CY, 95 HP	70		

SCHEDULE 1 - CLEARANCE PRICE SCHEDULE (continued)

LABORER CATEGORY	ESTIMATED HOURS	UNIT COST RATE	TOTAL PRICE
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	70		
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and miscellaneous supplies in support of crew	70		
Tree Climber/ Chainsaw and Gear	70		
Laborer w/ Chainsaw and Gear	70		
Laborer w/ Small Tools, Traffic Control, or Flag Person	70		
Bonded and Certified Security Personnel	70		

CREW CATEGORY	ESTIMATED HOURS	UNIT COST RATE	TOTAL PRICE
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.	70		

Note: all hours listed above are for evaluative purposes only and shall not be construed as a promise or guarantee for scope of services provided.

CONTRACTOR MAY NOT MODIFY SCHEDULE 1. CONTRACTOR MAY, HOWEVER, PROVIDE FOR INFORMATIONAL PURPOSES A SEPARATE LIST TITLED "RATES FOR AVAILABLE LABOR AND EQUIPMENT NOT LISTED BY PROCURER IN SCHEDULE 1, ESTIMATED AT 70 HOURS".

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE			
Reference to RFP Scope of Services. If a Contractor elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the Procurer.			
1 Vegetative Debris Removal			
Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a Procurer approved debris management site (DMS) or Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from public property and ROW and hauling to DMS or Procurer approved final disposal site.	300,000		
2. C&D Debris Removal			
Work consists of the collection and transportation of eligible C&D on the ROW or public property to a DMS, then to a Procurer approved final disposal site or collection and transportation of eligible C&D on the ROW or public property and hauling to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Collection and transportation of eligible C&D debris on the ROW or public property and hauling to DMS, then to a Procurer approved final disposal site.	100,000		
Collection and transportation of eligible C&D debris on the ROW or public property and hauling to a Procurer approved final disposal site.	100,000		
3a Land-Based Operation to Remove Debris from Canals/ Waterways			
Work consists of the collection and transportation of eligible debris from Procurer maintained canals and waterways to a DMS and then to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from Procurer maintained canals/waterways and hauling to DMS, and then to a Procurer approved final disposal site.	100,000		
3b Marine-Based Operation to Remove Debris from Canals /Waterways			
Work consists of the collection and transportation of eligible debris from Procurer maintained canals and waterways to a DMS and then to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total

Removing debris from Procurer maintained canals/waterways and hauling to DMS and then to a Procurer approved final disposal site.	100,000		
4 Structure Demolition, Removal, Transport and Disposal			
Work consists of decommissioning, demolishing and disposing of Non-Regulated Asbestos Containing Material (Non-RACM) structures and Regulated Asbestos Containing Material (RACM) structures on public or private property within the jurisdictional limits of the Procurer.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Non-RACM Structures	100,000		
RACM Structures	100,000		
5 DMS Operation and Reduction Through Grinding			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	200,000		
6 DMS Operation and Reduction Through Burning using Air Curtain Incinerators			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris using air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.			
	200,000		
7 DMS Operation and Reduction Through Controlled Open Burning			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through controlled open burning. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.			
	200,000		

<p>8 Haul-out of Reduced Debris to a Procurer Approved Final Disposal Site</p> <p>Work consists of loading and transporting reduced eligible disaster-related debris at a Procurer approved DMS to a Procurer designated final disposal site.</p>	<p>Estimated Quantity (CY)</p>	<p>\$ Per Cubic Yard</p>	<p>Total</p>
	<p>56,250</p>		
<p>9 Removal of Hazardous Trees and Limbs</p> <p>Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the Procurer's ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.</p>	<p>Estimated Quantity</p>	<p>\$ Per Tree</p>	<p>Total</p>
<p>6 inch to 12.99 inch diameter</p>	<p>160</p>		
<p>13 inch to 24.99 inch diameter</p>	<p>75</p>		
<p>25 inch to 36.99 inch diameter</p>	<p>10</p>		
<p>37 inch to 48.99 inch diameter</p>	<p>5</p>		
<p>49 inch and larger diameter</p>	<p>1</p>		
<p>Hanger Removal (per Tree)</p>	<p>1,900</p>		
<p>10 Removal of Hazardous Stumps</p> <p>Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a Procurer approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.</p>	<p>Estimated Quantity</p>	<p>\$ Per Stump</p>	<p>Total</p>
<p>24.1 inch to 36.99 inch diameter</p>	<p>20</p>		
<p>37 inch to 48.99 inch diameter</p>	<p>10</p>		
<p>49 inch and larger diameter</p>	<p>1</p>		

11 ROW White Goods Debris Removal Work consists of the removal of eligible White Goods from the ROW to a Procurer approved DMS site or Procurer approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the Procurer approved DMS to a Procurer approved facility for recycling.	Estimated Quantity	\$ Per Unit	Total
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	10		
Washers, dryers, stoves, ovens, and hot water heaters	25		
UNIT RATE PRICE CONTINUED			
PRICE SCHEDULE 2, PART 2			
12 Household Hazardous Waste Removal, Transport, and Disposal Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a Procurer approved permitted hazardous waste facility or MSW type I landfill.	Estimated Quantity	\$ Per Pound	Total
	100,000 lbs		
13 E-Waste Removal Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the Procurer.	Estimated Quantity	\$ Per Unit	Total
	100,000		
14 Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total
	250,000 lbs		

**29.0 FEMA Stump Conversion Table
Diameter to Volume Capacity**

FEMA quantifies the number of cubic yards of debris for each size of stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46,656}$$

0.7854 is one-fourth Pi and is a constant.

46,656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

*Stump diameter measured 2 feet up from the ground

*Stump diameter to root-ball diameter ratio of 1:3.6

*Root-ball height of 31 inches

STUMP DIAMETER (INCHES)	DEBRIS VOLUME (CUBIC YARDS)	STUMP DIAMETER (INCHES)	DEBRIS VOLUME (CUBIC YARDS)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

30.0 Hazardous Stump Worksheet

Applicant: _____

Date: _____

Applicant Representative: _____

Signature: _____

FEMA Representative (if available) _____

Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard Yes/No	Global Positioning System (GPS) Location	Tree Size (Diameter)	Eligible Yes/No	Fill for Debris Stumps in CY	Comments (See attached sketch, photo, etc.)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

COMPANY NAME: (Please Print): _____

Mailing Address: _____

Phone: _____ Fax: _____ E-Mail Address: _____

BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU

- 1. Carefully read and understand the entire RFP.
- 2. Provide a Proposal as required under this RFP.
- 3. Include completed Cost Proposal Price Schedules 1 & 2. Refer to pages 45 through 51.
- 4. Provide copies of any and all required contractor's professional licenses for its firm and for key personnel
- 5. Fill out the References form on page 55.
- 6. Fill out the Certification of Eligibility on page 56.
- 7. Fill out Exceptions, Deficiencies and Deviations Form, if applicable, on page 57.
- 8. Fill out the Safety Record Questionnaire on pages 58 through 61.
- 9. Fill out the Safety Record and Environmental Compliance form on page 62.
- 10. Fill out the Contractor MBE/WBE Identification form on page 63.
- 11. Fill out the Conflict of Interest Questionnaire on pages 64 through 65.
- 12. Include all necessary Financial Statements as may be requested within the RFP. The Procurer reserves the right to request additional proof of financial stability including audited financial statements after proposals are received.
- 13. Include proof of insurance.
- 14. Provide any additional documentation requested within the RFP.
- 15. Submit one (1) original, nine (9) copies, and one (1) electronic copy on a USB thumb drive as requested in the RFP. Clearly mark the sealed package or container with RFP 2023- Disaster Debris Proposal written/labeled on the outside of the package.

**Make sure your Proposal is submitted PRIOR to the deadline.
Late Proposals will not be accepted.**

Failure to provide the requested attachments may result in your proposal being deemed non-responsive.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. Failure to sign and return this form will result in the rejection of the entire Proposal.

SIGNATURE: _____
Authorized Representative

THIS SHOULD BE THE FIRST PAGE OF YOUR PROPOSAL

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name

Address/City State Zip

Phone/Fax/Email

Contact Name

Agency/Firm Name

Address/City State Zip

Phone/Email

Contact Name

Agency/Firm Name

Address/City State Zip

Phone/Email

Contact Name

Agency/Firm Name

Address/City State Zip

Phone/Email

Contact Name

Agency/Firm Name

Address/City State Zip

Phone/Email

Contact Name

Agency/Firm Name

Address/City State Zip

Phone/Email

Contact Name

CERTIFICATION OF ELIGIBILITY

By submitting a proposal in response to this RPF, the Contractor certifies that at the time of submission, it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of proposal submission and time of award, the Contractor will notify the Procurer. Failure to do so may result in terminating this contract for default.

Signature: _____

THIS FORM MUST BE SIGNED.

SAFETY RECORD QUESTIONNAIRE

The Procurer desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and thereby consider the safety records of potential Contractors prior to awarding this RFP. Pursuant to Section 262.0435 of the Local Government Code, Procurer has adopted the following written definition and criteria for accurately determining the safety record of a Contractor prior to award of this RFP.

The definition and criteria for determining the safety record of a Contractor for this consideration shall be:

If the Contractor in response to the questions in this Questionnaire reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the Contractor for serious violations of OSHA regulations within the past three (3) years, Procurer will, at its discretion, determine whether to disqualify the Contractor.

If the Contractor in response to the questions in this Questionnaire reveals more than one (1) case in which Contractor has received a citation from an environmental protection agency for violations within the past five (5) years, Procurer will, at its discretion, determine whether to disqualify the Contractor. Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and its past associated agency: the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of Health, the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c)(1) and (2).

If the Contractor in response to the questions in this Questionnaire reveals that the Contractor has been convicted of a criminal offense within the past ten (10) years which resulted in serious bodily harm or death, Procurer will determine whether to disqualify the Contractor.

SAFETY RECORD QUESTIONNAIRE

In order to obtain proper information from Contractors so that Procurer may consider the safety records of potential contractors prior to awarding bids on Procurer contracts, Procurer requires that Contractors answer the following three (3) questions and submit them with their Proposals:

QUESTION ONE

Has the Contractor, or the firm, corporation, partnership, or institution represented by the Contractor, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

Yes

No

If the Contractor has indicated yes for question number one above, the Contractor must provide Procurer with its proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location of establishment inspected;
3. Category of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

SAFETY RECORD QUESTIONNAIRE

QUESTION TWO

Has the Contractor, or the firm, corporation, partnership, or institution represented by the Contractor, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

Yes

No

If the Contractor has indicated yes for question number two above, the Contractor must provide Procurer with its proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location where offense occurred;
3. Type of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

SAFETY RECORD QUESTIONNAIRE

QUESTION THREE

Has the Contractor, or the firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

_____ Yes _____ No

If the Contractor has indicated Yes for question number three above, the Contractor must provide Procurer with its proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location where offense occurred;
3. Type of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

Signature

Title

SAFETY RECORD AND ENVIRONMENTAL COMPLIANCE

Pursuant to Sections 252.0435 of the Texas Local Government Code, the Procurer shall consider the safety record and environmental compliance of the Contractor and may determine at its reasonable discretion the disqualification of any Contractor which in response to the following question reveals more than two (2) or more violations, with the severity and nature of the violations to be considered in the determination.

Has the Contractor, or the firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of environmental laws within the past three years? Citations include, but are not limited to: notices of violation; suspensions/revocations of state/federal licenses or registrations; fines assessed; pending criminal complaints; indictments; convictions; deferred adjudications; administrative orders; draft orders; final orders; and final judgments. Any citations from the following agencies must be supplied: Environmental Protection Agency (EPA); Texas Commission on Environmental Quality or its past associated agencies such as the Texas Natural Resource Conservation Commission (TNRCC), the Texas Water Commission, and the Texas Air Control Board; and the Texas Department of State Health Services and its predecessor agency the Texas Department of Health. Also include any citations from environmental regulatory agencies of other states of the United States.

_____ Yes _____ No

If the Contractor has indicated yes for question number one above, the Contractor must provide Procurer with its proposal response, the following information with respect to each such citation.

1. Date of Citation;
2. Location of establishment inspected;
3. Category of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

Signature

Title

CONTRACTOR MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The Contractor represents that it:

_____ is, _____ is not a minority-owned business

Woman Business Enterprise (WBE) - The Contractor represents that it:

_____ is, _____ is not a woman-owned business

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B); excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity.

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship, as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law, this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> 	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> 	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>	

3. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state, and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract, taxes shall include, but not be limited to, Federal and State Income, Social Security, and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

4. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration (arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with Texas Workers' Compensation laws and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by law. CONTRACTOR shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 for each employee for injury or disease. CONTRACTOR shall name the COUNTY as an additional insured on all insurance policies.

Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence / \$2,000,000 aggregate – Bodily Injury Liability, and
\$1,000,000 – per occurrence / \$1,000,000 annual aggregate – Commercial General Liability
\$100,000 – Property Damage Liability, or
\$1,000,000 per occurrence / \$2,000,000 aggregate – Combined Single Limit Bodily Injury and Property Damage

The CONTRACTOR shall maintain during the life of this contract automobile/vehicle liability insurance. Such coverage shall be written in a comprehensive form covering owned, non-owned, and leased vehicles. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000.

CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination, or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of Texas. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that

are authorized by the Commissioner of Insurance to do business in Texas. The CONTRACTOR shall at all times comply with the terms of such insurance policies, except as they may conflict with existing Texas laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

5. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. The contractor shall assign a safety officer to the project for the duration of the contract.
6. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

In addition to the foregoing, CONTRACTOR further agrees as follows:

(A) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(B) CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(C) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(D) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(E) In the event, the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law, or this provision, this Contract may be canceled, terminated, or suspended in whole or in part by the COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

(F) CONTRACTOR will handle debris management activities in the jurisdictions in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Texas

Department of Health (TDH), Natural Resources Conservation Services (NRCS), Texas Historical Commission (THC), and the Texas Commission on Environmental Quality (TCEQ) in conjunction with County's needs.

7. **SUB-CONTRACTING.** CONTRACTOR shall not discriminate against any potential sub-contractor because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that historically underutilized businesses, women-owned businesses, and minority-owned businesses are given a chance to provide sub-contracting work under this contract. Additionally, all subcontractors shall be treated fairly and legally with regard to their age, sex, race, creed, national origin, or disability. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law or this provision, this Contract may be canceled, terminated, or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts. CONTRACTOR is allowed to subcontract a portion of the work performed under this contract. However, the CONTRACTOR must first obtain the COUNTY's consent prior to hiring a sub-contractor.
8. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of Texas. All actions relating in any way to this Contract shall be brought in District Court in POLK County, Texas.
9. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party at any time upon giving thirty (30) days' written notice to the other party. This termination notice period shall start upon mailing of the notice of termination via registered or certified mail, return receipt requested. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

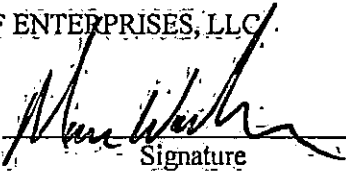
This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.
10. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of the COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of the COUNTY.
11. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it follows all federal, state, and local laws, regulations, or orders, as amended, or supplemented. The implementation of this Contract shall be carried out in strict compliance with all federal, state, or local laws, including those specifically listed hereinbelow.
12. **COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT.** CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

13. **COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
14. **COMPLIANCE WITH THE CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. CONTRACTOR agrees to report each violation to COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
15. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:
- Polk County
602 E. Church Street, Suite 165
Livingston, Texas 77351
(936) 327-6826
- KDF Enterprises, LLC
Marc Watkins
370 Mountain View Road
Springville, AL 35146
(251) 298-8487
16. **RECORDS RETENTION AND REVIEW.** The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the COUNTY for a period of seven (7) years following the receipt of final payment for the services referenced herein.
17. **AUDIT RIGHTS.** For all Services being provided hereunder, the COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records, and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, the CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
18. **COUNTY IS NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to the CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless otherwise agreed in writing.
19. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing. The CONTRACTOR must utilize mechanical equipment to load the debris and the CONTRACTOR must reasonably compact debris into trucks and trailers in accordance with FEMA requirements and guidelines.

20. **ENTIRE CONTRACT.** This Contract, including Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", and Exhibit "E", shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
21. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
22. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized; validly existing, and is duly qualified to do business in the State of Texas and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
23. **CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.
24. **WRITTEN NOTICE TO PROCEED.** The COUNTY shall issue an official written Notice to Proceed for the services referenced in the contract. The Notice to Proceed shall be sent via email or facsimile. If the Contractor's authorized representative is on site in the Procurer's jurisdiction, then the written notice to proceed may be hand delivered. Under no circumstances shall the COUNTY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.
25. **AMENDMENTS.** This contract shall not be modified or otherwise amended except in writing and signed by authorized personnel on behalf of both parties. All change orders shall be in writing. Oral changes are expressly prohibited and will not be recognized.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officers or agent.

KDF ENTERPRISES, LLC
 BY: 
 Signature
 NAME: Marc Watkins
 Printed
 TITLE: Vice President of Operations

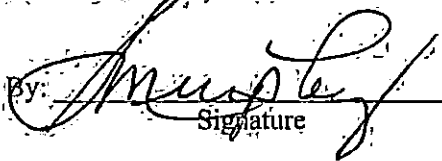
POLK COUNTY, TEXAS
 BY: 
 Signature
 NAME: Sydney Murphy
 Printed
 TITLE: Polk County Judge

EXHIBIT B - CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352, (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

KDF ENTERPRISES, LLC

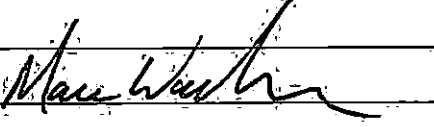


MARC WATKINS, VICE PRESIDENT OF OPERATIONS

Date: September 29, 2023

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier: _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Marc Watkins</u> Title: <u>VP of Operations</u> Telephone No.: <u>251-298-8487</u> Date: <u>09/29/2023</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. KDF Enterprises, LLC Springville, AL United States	Certificate Number: 2023-1077458 Date Filed: 09/28/2023
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Polk County	Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP-2023
 Disaster Debris Removal

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Marc Watkins and my date of birth is 11/21/70

My address is 6547 Stone Mill Dr. Mobile AL 36619 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Mobile County, State of AL on the 29th day of September, 2023
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)