



PROFESSIONAL SERVICES AGREEMENT

(FEMA funding)

(Version 1-7-2025)

This AGREEMENT ("Agreement") is entered by and between **DRC Emergency Services** ("Professional"), located at **6702 Broadway Street, Galveston, TX 77554** and the **City of League City** (the "City"), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Debris Management (RFP 22-024)**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (and B, if applicable), the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **August 24, 2025** and shall expire on **August 23, 2026**. City may terminate this Agreement immediately upon written notice to the Professional if: (a) Professional materially breaches any of its obligations under this Agreement and fails to remedy the breach within seven (7) days after receiving written notice from City, (b) Professional becomes insolvent, files for bankruptcy, or is subject to any similar legal proceeding. In the event of termination for cause, City shall not be required to pay any further compensation to Professional and shall be entitled to recover any damages caused by the breach or insolvency. City also reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$10,000,000.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per

occurrence and \$2,000,000 aggregate; (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises: (i) Worker's Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are** applicable to this transaction. Professional acknowledges that time is of the essence in performing this Agreement. City and Professional (collectively, the "Parties") agree that if Professional is late in performing any service designated as **Time Critical** on the Scope of Services attached to this Agreement, City will suffer loss, damages, or other harm from Professional's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred as a result of Professional's delay is incapable or difficult to precisely estimate, and therefore the Parties desire to stipulate the amount of such loss, damages, or harm. Accordingly, Professional shall have deducted from any amounts owed under this Agreement liquidated damages equal to the number of calendar days of the delay(s) times the daily rate, which rate shall be one-tenth of one percent (0.1%) times the compensation shown in the Scope of Services for such Time Critical service. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Professional's delay; (ii) one of the reasons for City and Professional to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Professional are sophisticated business parties and negotiated this Agreement at arm's length.

6. Remedies for Breach by Professional.

- 6.1. Breach of Contract by Professional. If the Professional violates or breaches any term, condition, or provision of this Agreement, the following remedies may be pursued by the non-breaching Party, as appropriate:

- 6.1.1. Administrative Remedies. In the event of a breach, City may impose administrative remedies, which may include but are not limited to: i. Suspension of Performance: City may suspend any or all of its obligations under this Agreement, including withholding payment or refusing to approve invoices, until the breach is remedied or resolved. ii. Corrective Action: City may require the Professional to take corrective actions, including repairing, replacing, or rectifying the work or services that do not conform to the terms of the Agreement, at the Professional's sole cost and expense. iii. Replacement of Professional Personnel: If the breach is related to the performance of the Professional's personnel, City may require the removal and replacement of the personnel involved in the breach at no cost to the non-breaching Party.

- 6.1.2. Contractual Remedies and Penalties. In the event of a breach by the Professional, City may invoke the following contractual remedies and penalties, as applicable: i. Liquidated Damages: The Professional agrees to pay liquidated damages as outlined in this Agreement, which shall apply if the Professional fails to meet the agreed deadlines,

performance standards, or other critical contractual obligations. The Parties agree that the liquidated damages are a reasonable estimation of the loss incurred due to such breach. ii. Termination for Default: In the event of a material breach that is not cured within seven (7) days of written notice, City may terminate this Agreement for default. Such termination shall be effective immediately upon the expiration of the cure period, and City shall be entitled to recover damages resulting from the breach. iii. Right to Offset: City may offset any amounts owed to the Professional under this Agreement by the amount of any penalties, costs, or damages incurred as a result of the Professional's breach.

6.1.3. Legal Remedies. In the event of a breach by the Professional, City reserves the right to pursue any legal remedies available under applicable law, including but not limited to: i. Claims for Damages: City may seek compensatory damages for any losses, costs, or expenses incurred as a result of the Professional's breach. ii. Injunctive Relief: City may seek injunctive relief to prevent or restrain the Professional from continuing its breach, including but not limited to orders for specific performance or a prohibition on further violations. iii. Legal Action: City may initiate legal proceedings, including but not limited to arbitration or litigation, to resolve the dispute and seek any remedies available under law.

6.2. Sanctions and Penalties. The Professional acknowledges that any violation of the terms and conditions of this Agreement may result in sanctions or penalties, including but not limited to: a. Disqualification from Future Work: The Professional may be disqualified from being awarded future contracts or work opportunities with the non-breaching Party, either temporarily or permanently, at the discretion of the non-breaching Party. b. Blacklist: If the breach involves fraudulent, unethical, or illegal conduct, the Professional may be placed on a blacklist, which may prevent the Professional from engaging in any future contractual relationships with City or its affiliates.

6.3. Cumulative Remedies. The remedies set forth in this section are cumulative and not exclusive. City may exercise any or all available remedies (administrative, contractual, or legal) in any order or combination, and the exercise of one remedy shall not preclude City from exercising others.

6.4. Notice of Breach. City shall provide written notice to the Professional detailing the breach and specifying the applicable remedy or penalty. The Professional shall have seven (7) days from receipt of such notice to cure the breach, unless otherwise specified.

7. **Independent Professional:** Professional is an independent Professional and is not an employee, partner, joint venture, or agent of City. Professional understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Professional shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.

8. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City's discretion. If the Work would not be considered a work-for-

hire under applicable law, Professional hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Professional shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Professional hereby waives and appoints City to assert on Professional's behalf Professional's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.

9. **Confidentiality:** During the course of the services to be provided under this Agreement, Professional may become privy to confidential information of City. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional's possession or control. Professional shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.
10. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
11. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
12. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

13. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
14. **INDEMNIFICATION: PROFESSIONAL SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE PROFESSIONAL'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL. HOWEVER, PROFESSIONAL SHALL NOT BE REQUIRED TO DEFEND THE CITY AGAINST CLAIMS BASED WHOLLY OR PARTLY ON THE NEGLIGENCE, FAULT, OR BREACH OF CONTRACT BY THE CITY, THE CITY'S AGENT, THE CITY'S EMPLOYEE, OR OTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL.**
15. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
16. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
17. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
18. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency

(collectively, the “Auditor”), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.

19. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
20. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional’s claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
21. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
22. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
23. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
24. **Products and Materials Produced in Texas:** Professional should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this 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.
25. **Risk of Loss:** All work performed by Professional pursuant to the Agreement will be at Professional’s exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work, or the need to redo or revise the work for any reason except to accommodate a City request to materially alter the work, prior to City’s acceptance, bearing the costs of such loss or damage to or such redo or revision of the work will be Professional’s responsibility.
26. **Publicity:** Professional shall not use City’s name, logo or likeness in any press release, marketing materials or other public announcement without receiving City’s prior written approval.

27. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
28. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
29. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
30. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
31. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
32. **Equal Employment Opportunity:** During the performance of this contract, the Professional agrees as follows:
 - 32.1. Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Professional 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.

- 32.2. Professional will, in all solicitations or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 32.3. Professional will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Professional's legal duty to furnish information.
- 32.4. Professional 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 Professional's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 32.5. Professional 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.
- 32.6. Professional 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.
- 32.7. In the event of Professional's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Professional 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 as 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.
- 32.8. Professional will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Professional 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 Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Professional

may request the United States to enter into such litigation to protect the interests of the United States.

- 32.9. Professional agrees that it will be bound by the above Equal Opportunity Clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- 32.10. Professional agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the Equal Opportunity Clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- 32.11. Professional further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity Clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Professional agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
33. **Davis-Bacon Act:** If applicable but not federally required for procurements under FEMA's Public Assistance or Hazard Mitigation Assistance Programs and in addition to the requirements of this agreement, the Professional must do the following:
 - 33.1. Professional must comply with all requirements in 29 C.F.R. § 5.5(a)(1)-(11), which are incorporated into this Agreement by reference.
 - 33.2. Professional must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The Professional must report all suspected or reported violations to the federal agency.
 - 33.3. Contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the Professional may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.

- 33.4. Per Department of Labor's implementing regulations for the Davis-Bacon Act, the Professional's contractors and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(11) into any subcontracts.
- 33.5. Professional must follow the other requirements of the Davis-Bacon Act and implementing regulations. If applicable per this section described above, the Professional must include provisions at 29 C.F.R. § 5.5(a)(1)-(11) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.
34. **Copeland "Anti-Kickback" Act:** If applicable for all prime construction contracts above \$2,000 when the Davis-Bacon Act also applies, the Professional must do the following:
- 34.1. Professional shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- 34.2. Professional shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Professional shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
- 34.3. 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.
- 34.4. Professional must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the Copeland "Anti-Kickback" Act and the Davis-Bacon Act.
35. **Compliance with the Contract Work Hours and Safety Standards Act:** This section is If applicable for all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work; not including the purchase of supplies, materials, or articles ordinarily available on the open market, contracts for transportation or transmission of intelligence.
- 35.1. Overtime requirements: No Professional 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.
- 35.2. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section Professional and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Professional and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work

in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

35.3. Withholding for unpaid wages and liquidated damages.

35.3.1. Withholding Process. The applicable federal agency or grant recipient shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Professional or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this contract, any other federal contract with the same Professional, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same Professional. The necessary funds may be withheld from the Professional under this contract, any other federal contract with the same Professional, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same Professional, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Professional's liability for which the funds were withheld.

35.3.2. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- 35.3.2.1. Professional's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- 35.3.2.2. A contracting agency for its procurement costs;
- 35.3.2.3. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of the Professional, or Professional's bankruptcy estate;
- 35.3.2.4. A Professional's assignee(s);
- 35.3.2.5. A Professional's successor(s); or
- 35.3.2.6. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

35.4. Subcontracts: Professional or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (e) of this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Professional shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (e) of this section." In the event of any violations of these clauses, Professional, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

35.5. Anti-Retaliation: It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- 35.5.1. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act or its implementing regulations in this part;
- 35.5.2. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under Contract Work Hours and Safety Standards Act or this section;
- 35.5.3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under Contract Work Hours and Safety Standards Act or this section; or
- 35.5.4. Informing any other person about their rights under the Contract Work Hours and Safety Standards Act or this section.

35.6. Professional must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

35.7. Records to be maintained under this provision must be made available by the Professional or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job."

36. Rights to Inventions

36.1. Applicability. This provision applies only if the FEMA award meets the definition of "funding agreement" and the recipient or subrecipient enters any contract involving substitution of parties, assignment, or performance of experimental, developmental, or research work under that funding agreement, then the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

36.2. Definitions

36.2.1. "Subject Invention" means any invention of the Professional conceived or first actually reduced to practice in the performance of work under this contract.

36.2.2. "Professional" means the party to this contract who is performing the work.

36.3. Professional shall disclose each Subject Invention to the Federal Agency within two months after the inventor discloses it in writing to Professional personnel responsible for patent matters.

36.4. Professional shall elect in writing whether or not to retain title to any such invention by notifying the Federal Agency within two years of disclosure. However, in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Federal Agency to a date that is no more than 60 days prior to the end of the statutory period.

36.5. Professional shall file its initial patent application on a Subject Invention within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. Professional shall file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months

from the date permission is granted by the Commissioner for Patents to file foreign patent applications when such filing has been prohibited by a Secrecy Order.

- 36.6. The Federal Agency shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the Subject Invention throughout the world.
 - 36.7. The Federal Agency has the right to require Professional to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if Professional refuses such a request, to grant such a license itself if the Federal Agency determines that such action is necessary because Professional has not taken effective steps to achieve practical application of the Subject Invention.
 - 36.8. Professional agrees that any products embodying the Subject Invention or produced through the use of the Subject Invention will be manufactured substantially in the United States, unless a waiver is granted by the Federal Agency.
37. **Clean Air Act:** For Contracts and subcontracts greater than \$150, Professional agrees: 1) to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., 2) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and 3) to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
38. **Federal Water Pollution Control Act:** Professional agrees: 1) to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., 2) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office and 3) to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
39. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Professional is required to verify that none of Professional's employees, 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).
- 39.1. Professional 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.
 - 39.2. This This certification is a material representation of fact relied upon by the City. If it is later determined that Professional did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - 39.3. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period

of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

40. Byrd Anti-Lobbying Amendment:

40.1. Byrd Anti-Lobbying Amendment: Professionals who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

40.2. If applicable, Professional must sign and submit the following certification to the City with each bid or offer exceeding \$100,00: Appendix A, 44 C.F.R. Part 18 - Certification regarding lobbying (Certification for Contracts, Grants, Loans, and Cooperative Agreements).

40.2.1. The undersigned certifies, to the best of his or her knowledge and belief, 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; and (4) 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 section 1352, title 31, U.S. Code. 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.

40.2.2. At the end of the certification language, the following language must be used: "The Professional, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Professional understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

41. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- 41.1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause-
- 41.2. Prohibitions.
 - 41.2.1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 41.2.2. Unless an exception in paragraph (c) of this clause applies, Professional and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - 41.2.2.1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 41.2.2.2. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 41.2.2.3. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - 41.2.2.4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- 41.3. Exceptions.
 - 41.3.1. This clause does not prohibit Professional and its subcontractors from providing-
 - 41.3.1.1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - 41.3.1.2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - 41.3.2. By necessary implication and regulation, the prohibitions also do not apply to:
 - 41.3.2.1. Covered telecommunications equipment or services that:
 - 41.3.2.1.1. Are not used as a substantial or essential component of any system; and
 - 41.3.2.1.2. Are not used as critical technology of any system.
 - 41.3.2.2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- 41.4. Reporting requirement.
 - 41.4.1. In the event Professional identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Professional is notified of such by a subcontractor at any tier or by any other source, Professional shall report the information in paragraph (d)(2) of this clause to the City, unless elsewhere in this contract are established procedures for reporting the information.

41.4.2. Professional shall report the following information pursuant to paragraph (d)(1) of this clause:

41.4.2.1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

41.4.2.2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

41.5. Subcontracts. Professional shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

42. **Domestic Preference for Procurement:** Professional should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this 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.

43. **Build America, Buy America Act (BABAA):** Professional and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Professional and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Professional and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA. For FEMA financial assistance programs subject to BABAA, Professionals must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

"The undersigned certifies, to the best of their knowledge and belief, that:
The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the (insert name of project) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1.All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2.All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3.All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The (insert name of contractor or subcontractor), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (insert name of contractor or subcontractor) understands and agrees that the provisions of 31U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of (insert name of contractor or subcontractor) Authorized Official

Name and Title of (insert name of contractor or subcontractor) Authorized Official

Date

44. **Procurement of Recovered Materials:** If applicable, Professional, in the performance of this contract, shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:(i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. Professional also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. Professional should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.
45. **Amendments:** Any changes, modifications, amendments, addenda, change orders, or constructive changes to this contract must meet the following criteria to be allowable under a FEMA grant or cooperative agreement award: the cost must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. The parties agree that changes to the method, price, or schedule of the work may be made without breaching the contract, provided that such changes are documented in writing and signed by both parties. Any changes must be supported by sufficient consideration and documented in a subsequent agreement signed by the party to be charged.
46. **Access to Records:** Professional agrees to provide the City, any Texas state agency, 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 Professional which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 46.1. Professional agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- 46.2. Professional 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."
- 46.3. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and Professional acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States
47. **DHS Seal, Logo, and Flags:** The City, Professional and its subcontractors must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
48. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. Professional will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
49. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Professional, or any other party pertaining to any matter resulting from the contract.
50. **Program Fraud and False or Fraudulent Statements or Related Acts:** Professional acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Professional's actions pertaining to this contract.
51. **Socioeconomic Contracting:** Professional is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.
52. **License and Delivery of Works Subject to Copyright:** Professional grants to the City a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, Professional will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, Professional will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.
53. **Build America, Buy America Act Preference:** Professional and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance

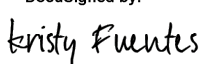
funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

54. **Creating Good Jobs:** Pursuant to FEMA Information Bulletin No. 520, Professional will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, Professional commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. Professional acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.
55. **Buy Clean:** The City encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the City encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration
56. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Professional: (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on _____. *(date to be filled in by City Secretary)*

DRC EMERGENCY SERVICES - “Professional”

DocuSigned by:

18F52C51E18E4A1...

Kristy Fuentes, Vice President Compliance and Administration

CITY OF LEAGUE CITY – “City”

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule
(162 pages, including this page)

Debris Management Vendor for RFP 22-024.
This is the first of two optional twelve month renewals on an original 3 year contract.

See following pages for details.

Exhibit B

Not Applicable, Page Intentionally Left Blank

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RFP 22-024
Debris Management Services

Proposal Cover Sheet

Due Date: Wednesday, June 29, 2022, by 10:00 a.m.

DRC Emergency Services, LLC

Name of Firm/Company

Kristy Fuentes

Vice President/Secretary/Treasurer

Agent's Name (Please Print)

Agent's Title

PO Box 17017

Galveston

TX

77554

Mailing Address

City

State


Zip

(888) 721-4372

Kfuentes@drcusa.com

Telephone Number

Email Address



6/29/22

Authorized Signature

Date

Proposal Submission Checklist

Proposal submission package shall consist of the following:

- ☒ Proposal Cover Sheet
- ☐ Proposal (If hard copy submitted: one marked original, one marked copy and a flash drive)
- ☒ Cost Proposal Sheet
- ☒ Public Information Act Form
- ☒ Conflict of Interest Questionnaire (if required)

Proposal Certification and Addenda Acknowledgement

Proposer must initial next to each addendum received to verify receipt:

Addendum #1  Addendum #2 _____ Addendum #3 _____

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____



DRC

EMERGENCY SERVICES

Striking Back.

6702 Broadway Street • Galveston, TX 77554



(888) 721-4372



(504) 482-2852

www.drcusa.com

REQUEST FOR PROPOSAL Debris Management Services

RFP No. 22-024

June 29, 2022 • 10:00AM
Original

City of League City

144 Park Avenue • Suite 100
League City, TX 77573

PREPARE • RESPOND • RECOVER

Points of Contact:



Clif Kennedy
Regional Manager
Ckennedy@drcusa.com



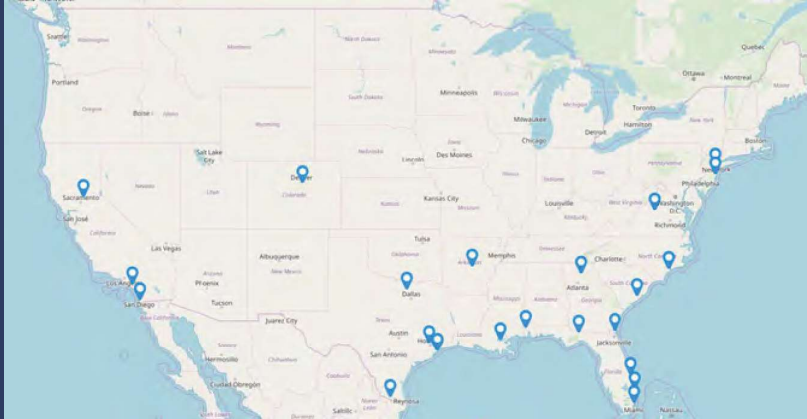
Kristy Fuentes
Vice President of Compliance and Administration
Kfuentes@drcusa.com



P.O Box 17017
Galveston, TX 77552
TTY: 888-721-4DRC
Phone: 504-482-2848
Fax: 504-482-2852
www.drcusa.com

DRC CONTACT ADDRESSES

111 Veterans Blvd., Suite 401
Metairie, LA 70005



REGIONAL MANAGER



Clif Kennedy

Regional Manager
Email: ckennedy@drcusa.com
Cell: 713.715.8772

DRC CONTACTS



Lisa Garcia Walsh

Contract Manager
Email: Lwalsh@drcusa.com
Office: 504.482.2848
Cell: 504.715.9052



Kristy Fuentes

Vice President of Compliance and Administration
Email: Kfuentes@drcusa.com
Office: 504.482.2848
Cell: 504.220.7682



Mark Stafford

Vice President of Response and Recovery
Email: Mstafford@drcusa.com
Office: 504.482.2848
Cell: 504.415.7945



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: 832.713.8234

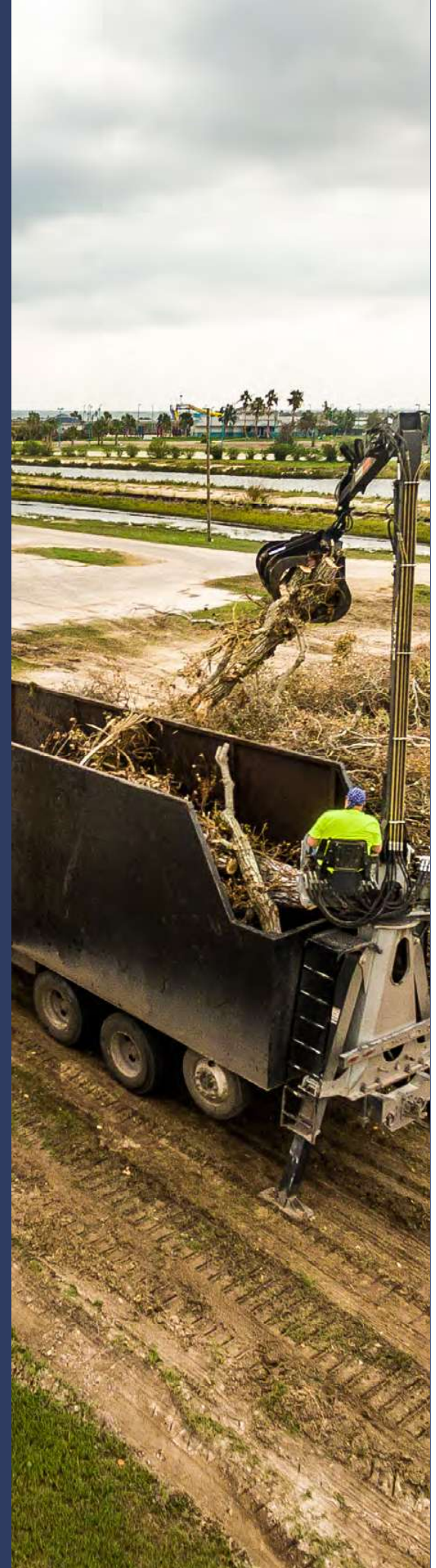


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6702 Broadway Street • Galveston, TX 77554 • (888) 721-4372 • Fax: (504) 482-2852
www.drcusa.com

June 29, 2022

City of League City
144 Park Avenue
Suite 100
League City, TX 77573

Re: Debris Management Services
RFP No. 22-024

Dear Sir or Madam,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and the City of League City our proposal to provide Debris Management 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 landfill management.

DRC is a Texas based 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 the City of League City should any location be compromised during a disaster. DRC is vastly familiar with the area and presently holds disaster relief contracts with the City of Galveston, Galveston County, the City of Texas City, the City of Clute, the City of Houston, and Harris County, as well as several others in the region. 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 the City of League City, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

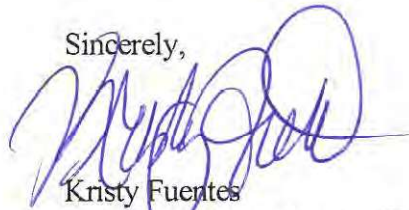
DRC is a Texas based company located in Galveston, Texas. Owner, John Sullivan, along with his brothers and business partners, William, and Todd, was born and raised in Texas. The Sullivans are deeply rooted in the State of Texas. As lifelong residents, the Sullivans have an in depth understanding of 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.

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.

The Regional Manager for the City of League City is Clif Kennedy who can be reached at (888) 721-4372, by cell: (713) 715-8772 or by email: Ckennedy@drcusa.com.

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 the City of League City in the future.

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)]



David Whitley
Secretary of State

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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

QUALIFICATIONS

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 500 debris removal projects, including the removal of 156,400,000 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 \$2.5 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
 - 🌐 Landfill 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 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.
- In 2017 in response to Hurricane Harvey, DRC managed **16 debris management sites**, and removed and disposed over **3,579,900** 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.
- **Since its inception**, DRC has assisted local jurisdictions with FEMA reimbursement without a single deobligation.





Tab A: Qualifications and Experience

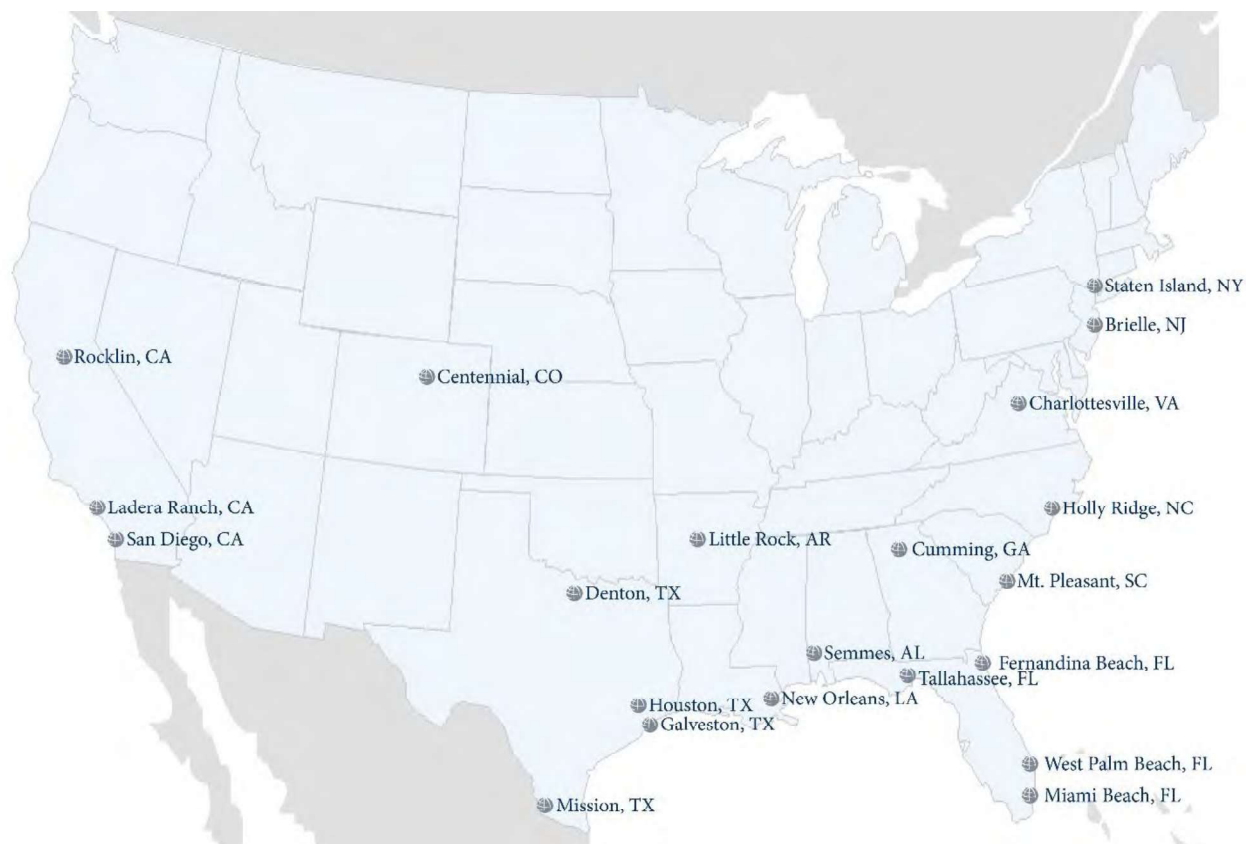
RFP 22-024 Debris Management Services

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 16 million cubic yards during 25 simultaneous activations. Having performed debris operations across the Continental United States and internationally 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.**

DRC's Family of Companies has 450 employees.

Office Locations



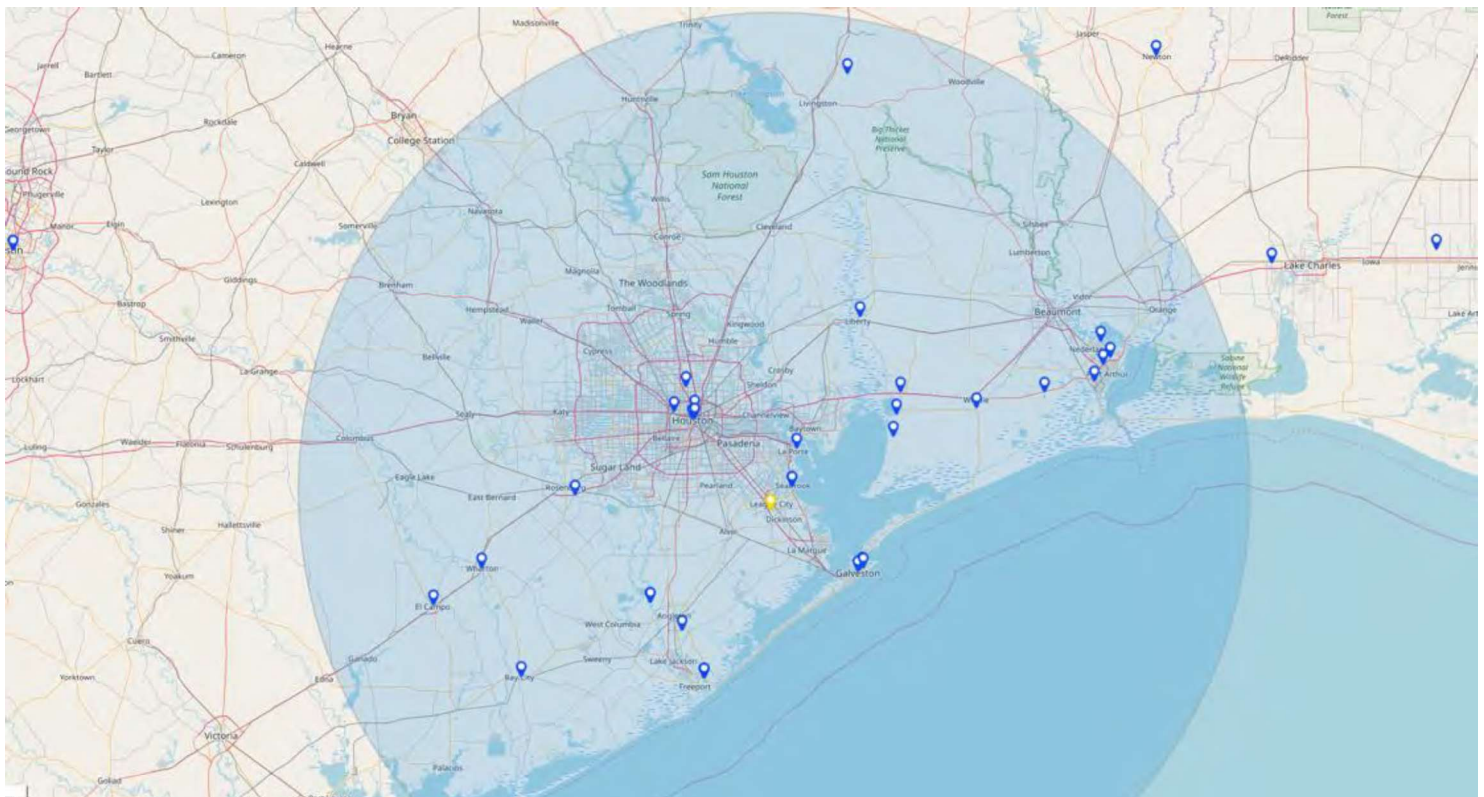


Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

CURRENT CONTRACTS WITHIN A 100-MILE RADIUS OF THE CITY OF LEAGUE CITY

State of Texas			
Baytown (City of)	Galveston Wharves	La Porte	University of Texas
Beaumont (City of)	Groves	Matagorda County	Medical Branch of
Brazoria County	Harris County	Morgan's Point	Galveston
Chambers County	Harris County Flood Control	Nederland	Wharton County
Clute (City of)	District	Polk County	
Fort Bend County	Houston	Port Neches	
Friendswood (City of)	Jefferson County	Richwood	
Galveston (City of)	Jefferson Co. Drainage		
Galveston County	District No. 7		

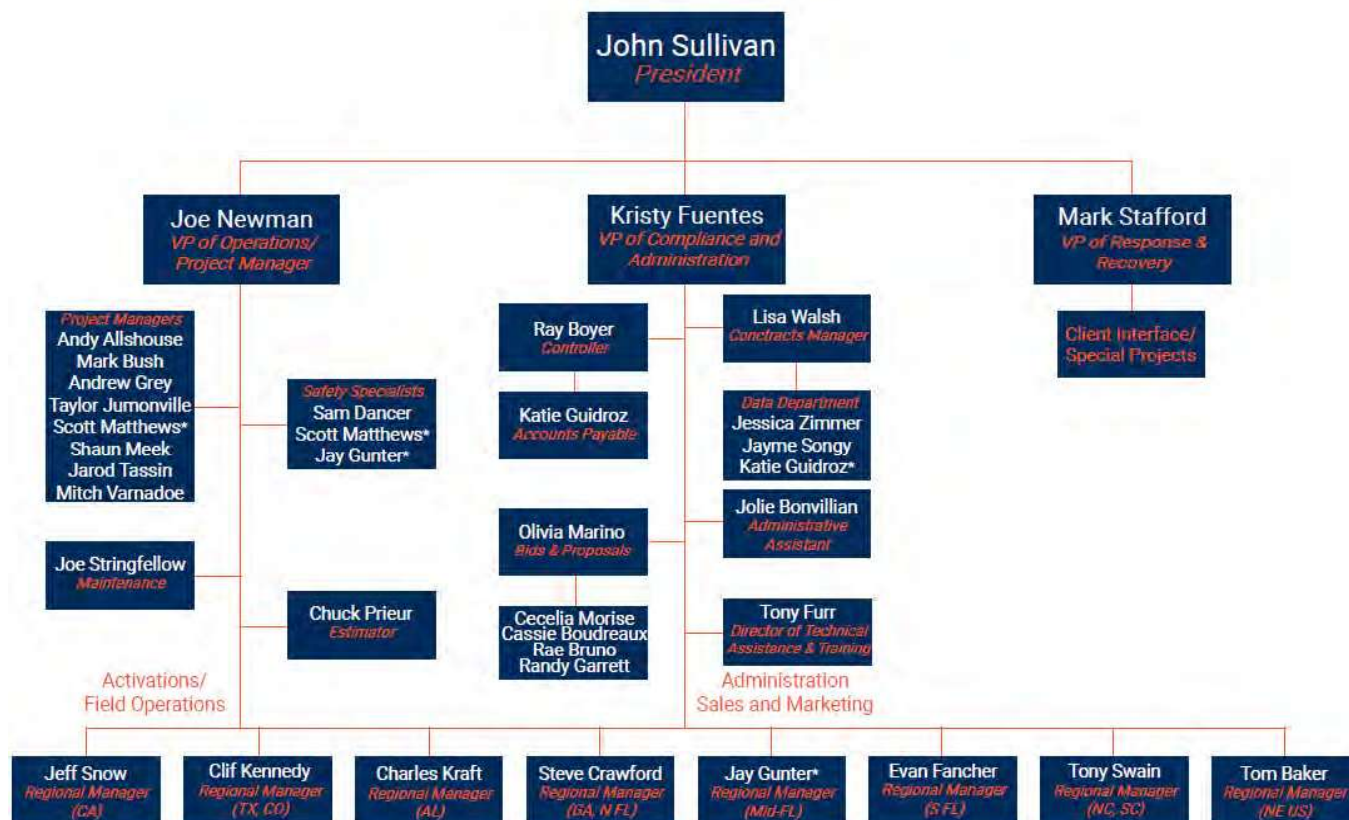




Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

ORGANIZATIONAL CHART



* indicates this person is listed twice

Please see below for a comprehensive listing of certifications held by DRC personnel:

ADEM-QCI, Asbestos, Hazwoper, IS-5.a, IS-8.a, IS-10.a, IS-11.a, IS-20.18, IS-20.19, IS-20.21, IS-21.19, IS-21.21, IS-27, IS-29, IS-33.16, IS-33.17, IS-35.16, IS-35.17, IS-35.20, IS-35.21, IS-36, IS-37.17, IS-37.19, IS-37.20, IS-37.21, IS-42, IS-60.b, IS-75, IS-100.a, IS-100.b, IS-100.c, IS-100.fda, IS-100.fwa, IS-100.hcb, IS-100.he, IS-100.leb, IS-100.pw, IS-100.pwb, IS-100.sca, IS-106.17, IS-120.a, IS-200, IS-200.a, IS-200.b, IS-200.c, IS-200.hca, IS-201, IS-230.d, IS-235.c, IS-00240.b, IS-241.b, IS-242.b, IS-244.b, IS-300, IS-315, IS-317, IS-324.a, EA-325, IS-360, IS-394.a, IS-400, IS-405, IS-420, IS-421, IS-453, IS-454, IS-546, IS-546.a, IS-547.a, IS-559, IS-631, IS-632, IS-632.a, IS-633, IS-634, IS-700, IS-700.a, IS-700.b, IS-702.a, IS-703.a, IS-706, IS-775, IS-800.a, IS-800.b, IS-800.c, IS-800.d, IS-801, IS-802, IS-803, IS-804, IS-807, IS-808, IS-809, IS-810, IS-811, IS-812, IS-813, IS-906, IS-907, IS-909, IS-912, IS-914, IS-914, IS-1010, IS-1150, IS-1172, IS-2000, IS-2002, IS-2500, IS-2600, IS-2900, IS-2900.a, IS-2901, OSHA Introduction to OSHA and the OSH Act, OSHA-105, OSHA-115, OSHA-150, OSHA-151, OSHA-152, OSHA-602, OSHA-603, OSHA-605, OSHA-612, OSHA-700, OSHA 716, 10 Hour OSHA for Construction Industry, CPR/AED/First Aid, FOT Certificate (Advanced and Intermediate), VDOT Intermediate Work Zone Traffic Control, ATSSA Certificate



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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 26 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.

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.



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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.

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 14 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike. 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 Vice President of Operations, Mr. Newman provides operational oversight in order to measure progress and adjust processes to ensure the success of the project. Mr. Newman oversees all project managers and works closely with management personnel to maintain efficient team structure during an activation.

Previously, while activated for Hurricane Ike, Mr. Newman oversaw the collection, processing, and recycling/disposal of over 1,000,000 cubic yards of debris. His recent project activations include Hurricanes Michael, Florence, Harvey, Maria, and Irma. 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

Other Certifications: Hazwoper

Mark Stafford, Vice President of Response and Recovery

Mr. Stafford brings many years of experience in disaster and commercial/industrial waste management to DRC Emergency Services. He has participated in recovery following ice storms and hurricanes throughout the Southeast. Mr. Stafford has overseen and operated landfills, recycling operations and transportation companies exceeding \$200 million in annual revenues. He has managed teams of over 1,100 staff serving business, industry and municipalities.

Prior to joining DRC, Mr. Stafford was the president and regional director of Allied Waste for the State of Louisiana. He also worked in an executive capacity for Waste Management. He earned a B. S. in business from the University of Louisiana.



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

FEMA Certifications: IS-5.a, IS-11.a, IS-33.17, IS-35.17, IS-100.pwb, IS-106.17, IS-200.b, IS-315, IS-317, IS-546.a, IS-547.a, 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-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: 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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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

Other Certifications: Hazwoper

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. 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; work flow 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. 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. Mr. Bush went to Lamar University in Beaumont, TX.

FEMA Certifications: IS-100.c, IS-200.c

Other Certifications: Hazwoper, TX All-lines Ins. Adjuster (lic#2156078), SafeLand USA, SafeGulf USA, H2S Awareness Training, CPR AED Certified

Mitch Varnadoe, Project Manager

Mr. Varnadoe has been employed with DRC for 2 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: 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

Shaun Meek, Project Manager

Mr. Meek has been employed with DRC for over 5 years and has over 11 years of relevant work experience. He has worked on more than 15 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.



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

Andy Allshouse, Project Manager

Mr. Allshouse has been employed with DRC for about a year and has 3 years of relevant work experience. He has worked on approximately 7 disaster relief projects. Mr. Allshouse currently resides in New Port Richey, FL.

Andrew Grey, Project Manager

Mr. Grey has worked for DRC for about a year and comes to the company with over 30 years of relevant work experience. He has helped operate 3 debris management projects within the last year. He presently resides in Marion County, FL.

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.

Jarod Tassin, Project Manager

Mr. Tassin joined DRC with 1 year of relevant work experience and has worked for DRC for 6 months. He has currently worked on 2 projects with the company. He presently lives in Metairie, LA.

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; BP Oil Spill; and the Port Au Prince, Haiti earthquake.

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-



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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, 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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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 load 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.

Proposed Subcontractors

Proposed Subcontractor
RPF Emergency Services, LLC Hunter Fuzzell 520 Mineral Trace, Unit C, Hoover, AL 35244 205-637-6949
Scruggs Environmental Services David Scruggs 3505 Bremond Street Houston, TX 77004 281-630-8887
Reach, Grab & Go Debris Removal Roydrick Titus 814 Dondell St., Channelview, TX 77530 (281) 830-2921



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

Please see sample subcontracting contract attached.

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.



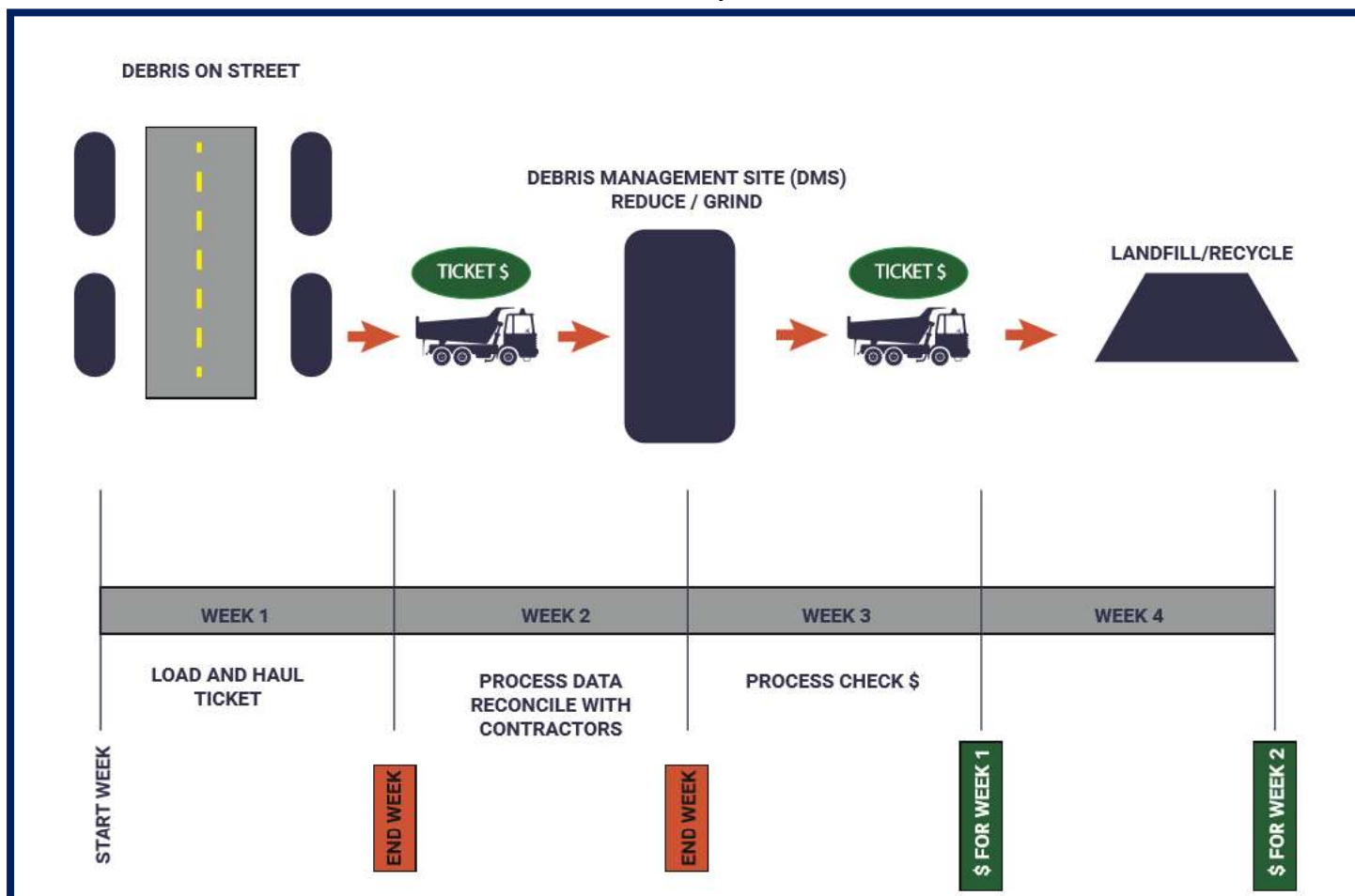
Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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.

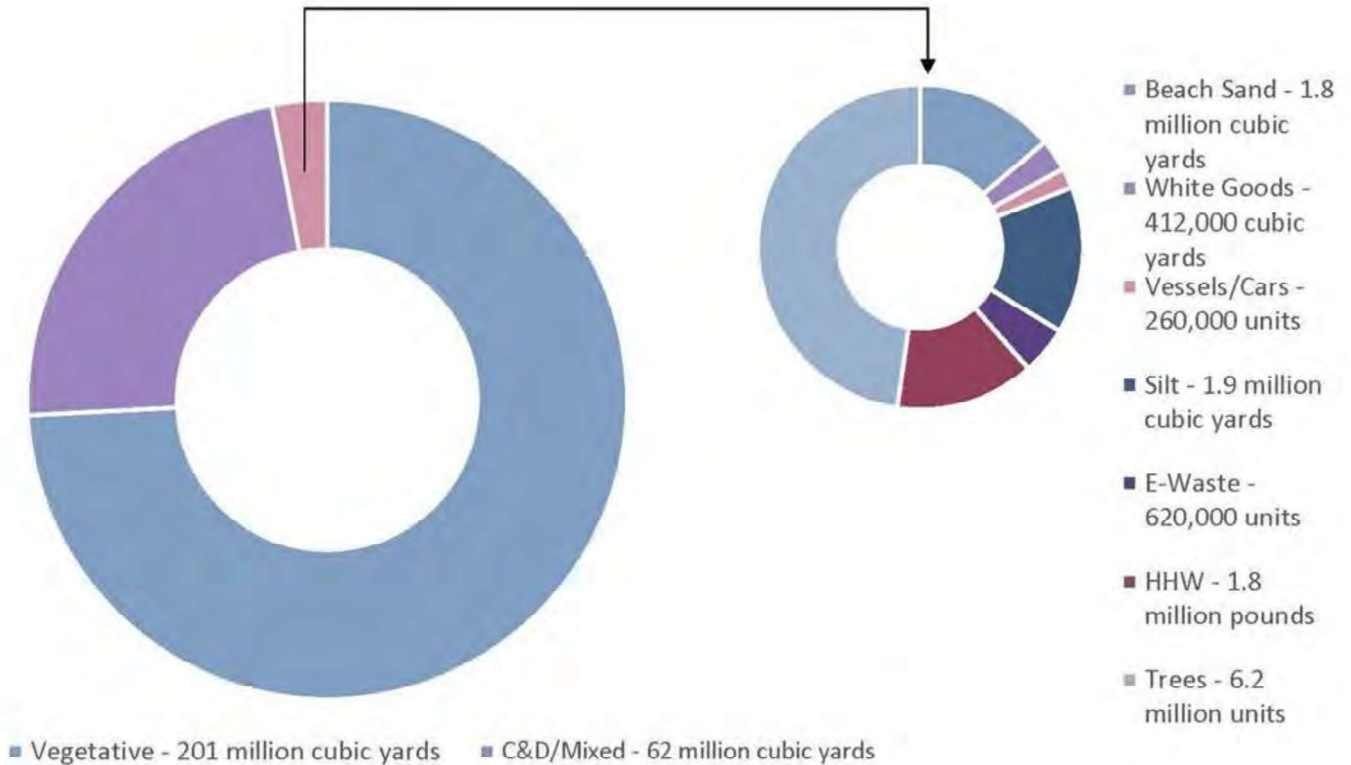
It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or 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.



EXPERIENCE

HISTORIC AMOUNTS OF DEBRIS HANDLED



"To date, DRC has cleared our ROW's of approximately 1 million cubic yards of debris and removed dangerous learners and hangers. They have proven to be experience 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

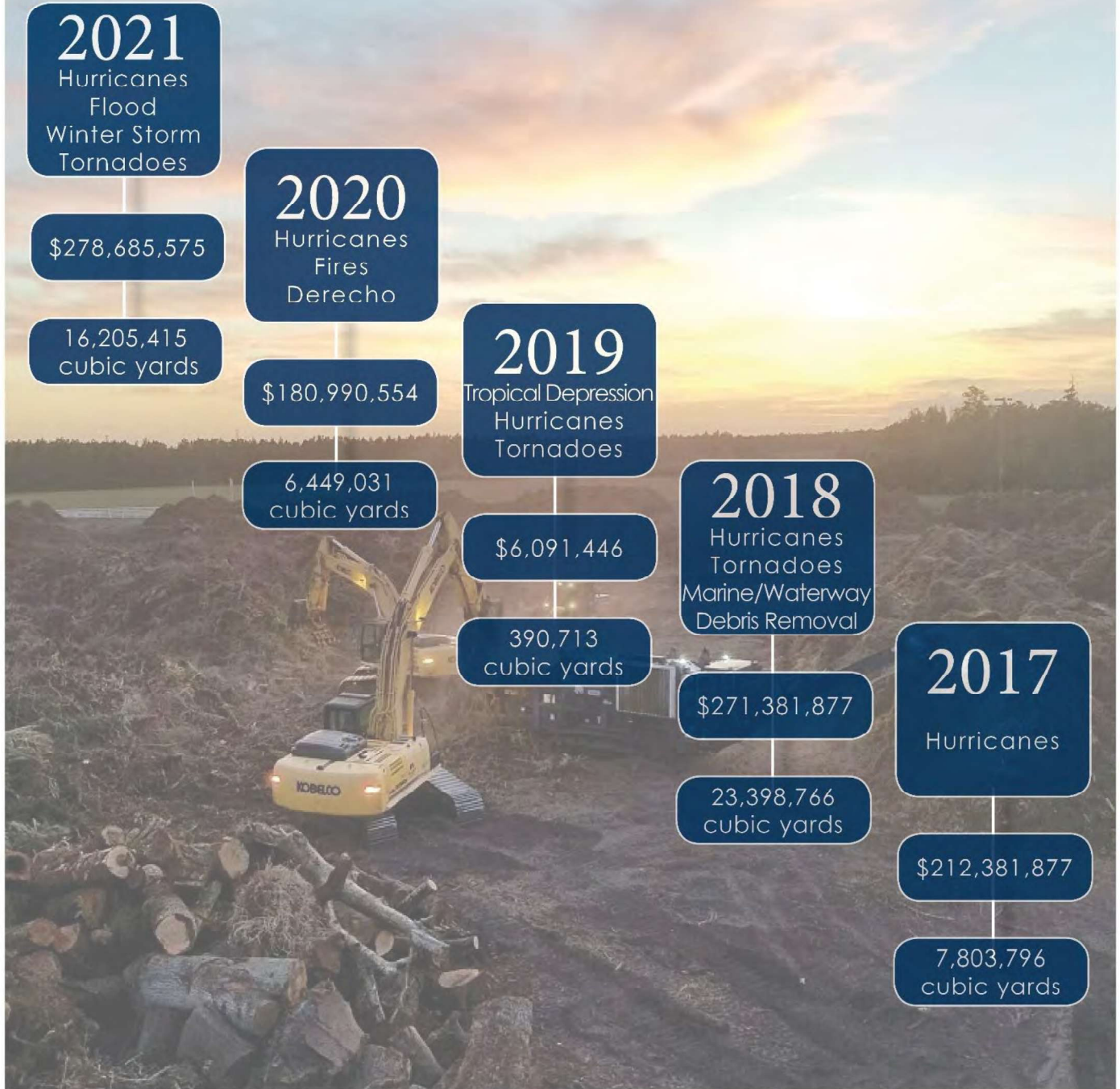




Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

5 Year Project History





Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

RELEVANT WORK EXPERIENCE

2021	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Ida	Louisiana: Abita Springs, Ascension Parish, Assumption Parish, Baker, Bayou Lafourche Water District, Central, Donaldsonville, East Baton Rouge Parish/City of Baton Rouge, Iberville Parish, Jefferson Parish, LADOTD 61, LADOTD 62, Lafourche Parish, Lafourche School District, Pointe Coupee Parish, Sorrento, Southeast Flood Protection Authority, St. Charles Parish, St. Bernard Parish, St. James Parish, St. Tammany Parish, Tangipahoa Parish, Terrebonne Parish, Gramercy, Litcher	82	Over 17,000,000	Over \$300,000,000
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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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 North Carolina: Town of Pine Knoll Shores, Wilmington, Pender County Texas: Jefferson County, City of Liberty, Nederland, and Houston	5	390,713	\$6,091,446
2018	Activations	Temporary Sites	Cubic Yardage	Contract Value
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 Lejeune	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, Debary, Deland, Fernandina, Ft. Lauderdale, Indian Creek Village, Inverness, Largo, Miami, North Miami, North Miami Beach, Surfside, Orange City, Orlando, Palm Beach	30	2,159,454.64	\$ 48,775,168



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

	Gardens, Pembroke Pines, Redington Beach, and St. Augustine Georgia: Brunswick			
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
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









Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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 \$200 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.

-  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.

Banking

Texas Capital Bank
Leila Aloï

Senior VP Corporate Banking
One Riverway, Suite 2100
Houston, TX 77056
(832) 308-7005

Laila.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

Tmichlette@bmbinc.com

Insurance

McGriff, Seibels & Williams
Rob Harrison


818 Town & Country Blvd.
Suite 500
Houston, TX 77024
(713) 940-6544

Rob.harrison@mcgriff.com



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

-  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.

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.

DocuSign Envelope ID: B2F45BBD-C0F3-4646-BE0F-635C2014ECF9

 **Texas Capital Bank**

January 10, 2022

DRC Emergency Services, LLC
6702 Broadway
Galveston, Texas 77554

To Whom It May Concern:

DRC Emergency Services, LLC has the financial resources to perform the requested work for the jurisdiction and the ability to obtain additional resources if needed. The company has a multi-year syndicated revolving credit facility in the amount of \$400,000,000 led by Texas Capital Bank. DRC Emergency Services, LLC has the financial capability to finance a multi-million dollar volume of work without interference or a slow-down of work.

In addition to the Line of Credit with our bank, the owners of DRC Emergency Services, LLC keep ample levels of Working Capital available at moments notice.

They have banked with us for over 5 years, have always paid as agreed and are one of the highest valued clients in the bank. We've 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.


CB27FDDC91CA459

Leila Aloï
Senior Vice President
Texas Capital Bank
832-308-7005



Tab A: Qualifications and Experience

RFP 22-024 Debris Management 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 10, 2022

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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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, Inc. 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 E-MAIL ADDRESS: jbecvar@mcgriff.com															
INSURED DRC Emergency Services, LLC P.O. Box 17017 Galveston, TX 77552		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Crum & Forster Specialty Insurance Company</td> <td>44520</td> </tr> <tr> <td>INSURER B: The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER D: Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Crum & Forster Specialty Insurance Company	44520	INSURER B: The Phoenix Insurance Company	25623	INSURER C: Texas Mutual Insurance Company	22945	INSURER D: Argonaut Insurance Company	19801	INSURER E:		INSURER F:	
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INSURER D: Argonaut Insurance Company	19801																
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: QBL52VAK

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	ECG106142	06/30/2021	05/26/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	810-6P127610-21-26-G	05/26/2021	05/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	X	X	EFX118305	06/30/2021	05/26/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C D	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 N	N/A	0001307608 TX VC928748471754	05/26/2021	05/26/2022	<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 Contractor's Pollution Errors & Omissions \$ 5,000,000 Policy Aggregate \$ 5,000,000 \$
A	Contractors Pollution & Errors & Omissions	X	X	PKC111592	05/26/2021	05/26/2022	Contractor's Pollution Errors & Omissions \$ 5,000,000 Policy Aggregate \$ 5,000,000 \$

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

Certificate Holder is included as an Additional Insured on the General Liability, Automobile Liability and Excess Liability policies. Waiver of Subrogation applies in favor of Certificate holder as respects General Liability, Automobile Liability, Workers' Compensation and Excess Liability. The General Liability Policy includes a Per Project Aggregate. Coverage is primary and non-contributory as respects to General Liability, Automobile Liability 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 policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the Certificate Holder shown below.

CERTIFICATE HOLDER

CANCELLATION

"FOR INFORMATION ONLY"

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



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.



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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 the City of League City 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 and Jay Gunter, MOT Specialist, 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.



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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 the City of League City with planning and training exercise. DRC will provide regular training and feedback sessions annually or on a more frequent basis to the City 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.



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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.

2021	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
October	Southeast Flood Protection Authority	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$377,380.60
October	Dauphin Island, AL	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$ 1,470,014.00
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	*\$240,128.24
September	Bayou Lafourche Water District, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$1,232,403.82
September	St Charles Parish, LA	Canal Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$14,565,586.29
September	Sorrento, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$106,465.82
September	Town of Gramercy, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$173,622.42
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	*\$140,264.15
September	Assumption Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$178,534.05
September	Baker, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$117,558.05
September	St. Tammany Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$9,429,833.40
September	Town of Lutch, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$227,126.86
September	Montgomery County, PA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$2,114,668.22
September	Donaldsonville, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$266,559.51
September	Central, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$320,466.81



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

September	St. James Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$1,022,534.35
September	Ascension Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$4,435,809.14
September	Jefferson Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$15,156,183.08
September	LADOTD 61	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$5,205,060.02
September	LADOTD 62	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$13,363,136.44
August	Terrebonne Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$22,162,217.03
August	Tangipahoa Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$21,693,054.97
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	*\$14,565,586.29
August	Lafourche Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$12,356,288.72
August	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$8,971,170.02
August	St. Bernard Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$23,056
July	FDOT District 2 Perry	Emergency Cut & Toss - Tropical Storm Elsa EM-3561	\$15,000
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	*\$1,291,817.31
June	Pinellas County, FL	Red Tide Fish Kill	*\$158,318.55
June	Ascension Parish, LA	May weather event	*\$1,390.08
June	State of Washington	Town of Malden Fire Cleanup	Work in progress
May	East Baton Rouge, LA	May Flood Event	*\$500,153.64
April	City of Mobile, AL	Bulky Waste	\$38,637.5
April	Coweta, GA	Disaster Debris Clearance and Removal Services	\$200,000
April	City of Austin, TX	Winter Storm Debris Removal	\$382,005



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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
March	Central, LA	Winter Storm Debris	\$51,300
February	East Baton Rouge	Winter Storm Debris Removal	*\$1,130,963.16
February	Texas Department of Transportation	Waterway Debris Removal	\$334,495.25
January	CalRecycle	2020 Fires, Debris Removal & Hazard Tree Removal Services	\$183,735,350
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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

September	Wilmington, NC	Debris Removal— Hurricane Florence (DR-4393)	\$118,716,164.35
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
September	Florida Department of Environmental Protection	Marine Debris Removal - Hurricane Irma (DR-4337)	\$416,444.79
2017	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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 Debary, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$256,463.67



Tab A: Qualifications and Experience

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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



Tab A: Qualifications and Experience

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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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

REFERENCES

REFERENCES				
OWNER & TIMELINE	DESCRIPTION OF WORK	CONTRACT VALUE	CUBIC YARDS	POINT OF CONTACT
Matagorda County, TX July 2020 – October 2020	Debris Clearance & Removal – Hurricane Hanna (EM-3530)	\$411,067	5,235	Amanda Campos, <i>Emergency Management Coordinator</i> Phone: (979) 323-0707 acampos@co.matagorda.tx.us 2200 7th Street 3rd Floor Room 2 Bay City, TX 77414
Jefferson County, TX September 2019-November 2019	Disaster Debris Management— Tropical Storm Imelda (DR-4466)	\$1,132,923.58	57,429.65	Michael White, <i>Emergency Management Coordinator</i> Phone: (409) 835-8757 Fax: (409) 835-8767 mwhite@co.jefferson.tx.us 1149 Pearl Street, 1 st floor Beaumont, Texas 77701
Bellaire, TX September 2017 – May 2018	Debris Removal Hurricane Harvey (DR-4332)	\$ 1,279,672.03	61,800	Michael Leech, <i>Director of Public Works</i> Phone: (713) 662-8154 Pw@bellairetx.gov 4337 Edith Bellaire, TX 77401
City of Houston, TX September 2017- May 2018	Debris Removal Hurricane Harvey (DR-4332)	\$21,854,657.54	1,136,290	Anthony Bowie, Sr., <i>Deputy Director</i> Phone: (713) 677-4198 Anthony.Bowie@houstontx.gov 11500 South Post Oak Rd., Houston, TX 77035
City of Aransas Pass, TX August 2017 – June 2018	Debris Removal Hurricane Harvey (DR-4332)	\$7,595,915.65	309,000	Lynn Pearce, <i>Coastal Resilience Plan Committee</i> Phone: (361) 758-5224 Fax: (361) 758-8188 lpearce@ap-police.com 600 W Cleveland Boulevard Aransas Pass, TX 78336



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

LETTERS OF RECOMMENDATION

HORSHAM TOWNSHIP

WWW.HORSHAM.ORG
COUNCIL
MARK MCCOUCH, PRESIDENT
W. WILLIAM WHITESIDE, III,
VICE PRESIDENT
THERESA HARMON
GREGORY S. NESBITT, Esq
SEAN WADE



1025 HORSHAM ROAD

HORSHAM, PA 19044

215-643-3131 PHONE
215-643-0448 FAX

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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services



WINN PARISH POLICE JURY

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

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

E-Mail: pj1admin@wppj.net

www.winnparishpolicejury.com

Joshua McAllister
President

Karen Tyler
Secretary-Treasurer

Kirk Miles
Vice-President

District One
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

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Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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,

A handwritten signature in black ink, appearing to read 'Joshua McAllister', written over a light blue horizontal line.

Joshua McAllister
President
Winn Parish Police Jury

JM/kt



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services



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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services



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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services



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

222 Saint Louis Street, Baton Rouge, LA 70802



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services



GOVERNMENT OF PUERTO RICO

Department of Transportation and Public Works

Hon. Carlos M. Rodríguez Domínguez
Secretary

Hon. Ed. Blázquez de la Torre, Esq.
Deputy Secretary

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 María. 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,

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



Centro Gubernamental Roberto Sánchez Vilella Edificio Sur / Box 42007, San Juan, P.R. 00940-2007
Teléfono 787.721.8787 / Fax 787.727.5486



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services



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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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/lis

WWW.CRT.LA.GOV



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services



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, I.L.C, 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 active 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 Bundick

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



**Tab A: Qualifications and Experience****RFP 22-024 Debris Management Services**

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



16 Colomba Road, DeBary, Florida 32713 • Tel: 386.668.2040 • Fax: 386.668.4122 • Like us on Facebook



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services



JOE SULEYMAN
Director of Environmental Management

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@nhcgov.com

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, rake 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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services



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: tselton@ci.port-neches.tx.us
WEB: www.ci.port-neches.tx.us



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services



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

75 King Street, 32084 – PO Box 210, 32085 – Office 904/825-1040 – FAX 904/209-4286



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountytfl.gov

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

Commissioners

JOHN E. DAILEY
District 3
Chairman

NICK MADDOX
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 W.A. 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

"People Focused. Performance Driven."

**Tab A: Qualifications and Experience****RFP 22-024 Debris Management Services**

July 8, 2014

To: Whom it May Concern

Subject: Letter of Reference - DRC Emergency Services

DRC Emergency Services was one of several pre-qualified Contractors responding to the Ice Storm Pax in South Carolina on February 18, 2014. The Company demonstrated an extreme sense of urgency relative to mobilization of equipment and manpower. DRC acquired South Carolina Department of Health and Environmental Control (SCDHEC) approval for the establishment of debris management sites within the first forty-eight hours which allowed debris operations to immediately begin. The significance of this rapid response was to enable South Carolina Department of Transportation to receive an elevated percentage of FEMA reimbursement through the Sandy Recovery Act.

DRC's Program Manager, Hunter Fuzzell provided a heightened level of responsiveness that was essential for a project of this size and intensity. The Company's operating techniques for tree trimming along the tight I-26 and I-95 corridors had to be tailored for the unique conditions present. I highly recommend DRC Emergency Services without reservation.

Sincerely,

Mark Hunter, P.E.
Assistant State Maintenance Engineer

Post Office Box 191
Columbia, South Carolina 29202-0191

AN EQUAL OPPORTUNITY
AFFIRMATIVE ACTION EMPLOYER



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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
2021	Marshall Fire and Straight Line Winds	CO	DR-4634
	Kentucky Severe Storms, Straight-line Winds, Flooding, and Tornadoes	KY	DR-4630



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

	Hurricane Ida	LA	DR-4611
	Texas Severe Winter Storms	TX	DR-4586
	Louisiana Severe Winter Storms	LA	DR-4590
	Storms, Straight-line Winds, and Tornadoes	AL	DR-4596
	Georgia Severe Storms and Tornadoes	GA	DR-4600
2021	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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

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,



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

			DR-4262
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



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

	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	FL, LA, MS	DR-1602, DR-1603, DR-1604
	Hurricane Wilma	FL	DR-1609
	Hurricane Rita	TX, LA	DR-1606, DR-1607
	Hurricane Ophelia	NC	DR-1608
	Hurricane Dennis	FL	DR-1595
2004	Tropical Storm Gaston	SC	DR-1547
	Hurricanes Charley, Francis, Jeanne, and Ivan	FL	DR-1539, DR-1545, DR-1561, DR-1551
2003	Hurricane Isabel	VA	DR-1491



Tab A: Qualifications and Experience

RFP 22-024 Debris Management Services

2002	Hurricane Lili	LA	DR-1437
	Emergency Tire Fire	VA	FSA-2397
	Hurricane Isadore	LA	DR-1435
2002	Severe Floods	VA	DR-1406
	Snow Storm	NY	DR-1404
2001	Ice Storm	KS, MO	DR-1366, DR-1412
	Tropical Storm Gabrielle	FL	DR-1393
	Tropical Storm Allison	LA	DR-1380
	Severe Flooding	WV	DR-1378
	Severe Flooding	TX	DR-1379
	Ice Storms	OK, LA, TX	DR-1355, DR-1357, DR-1356

MASTER SUBCONTRACT AGREEMENT

This Master Subcontract Agreement (“Subcontract”) is entered into between DRC Emergency Services, LLC (“Contractor”) and _____ (“Subcontractor”) effective on this _____ day of _____ 2016:

I. PROJECTS: This Subcontract shall apply to each and every project and all work and services (collectively “Project” or “Projects”) performed by Subcontractor for Contractor.

II. SCOPE OF WORK AND RATES:

Scope of Work: See attached Work Order

Rate: See attached Work Order

The Scope of Work and Rates set forth herein may be supplemented or amended only by separate written Addenda, Amendments or Work Orders which shall form part of this Subcontract. All terms, conditions and obligations set forth in this Subcontract shall be and are hereby deemed to be incorporated in any Addendum, Amendment or Work Order.

III. TERMS AND CONDITIONS: The terms and conditions below apply to all work and services performed by Subcontractor for Contractor unless otherwise noted in an Addendum, Amendment or Work Order.

1. Subcontractor shall furnish, at its sole cost and expense, all insurance coverages required in this Subcontract, labor, personnel, tools, equipment, materials, supplies, fuel, transportation, fees, assessments, supervision, samples, reports, taxes, mobilization/demobilization of equipment, manpower or resources, and any other services necessary to perform and fully complete its work, all of which Subcontractor acknowledges and agrees constitute a component or part of the price or rate paid to Subcontractor under this Subcontract. Subcontractor will obtain at its sole cost and expense all necessary work permits, licenses and approvals, if any, from all government authorities having jurisdiction over its work. Contractor will determine, in its sole discretion, the areas and amount of work assigned to Subcontractor. Subcontractor represents and warrants that it is experienced in the type of services to be provided under any Project and that it has the necessary equipment, manpower, materials and funding to perform this Subcontract. Subcontractor warrants it is not a debarred or suspended contractor or otherwise deemed ineligible by any court, federal, state or local government to perform public contracts. The Subcontractor shall not move from one designated work area until completed to the full satisfaction of Contractor. There are no minimum quantities of work or minimum payments guaranteed to Subcontractor under this Subcontract. Subcontractor may be terminated at will, with or without cause, and without recourse. Contractor may suspend the work, in whole or in part, for such period of time as it may deem necessary, due to conditions unfavorable for the satisfactory prosecution of the work, or conditions which in its opinion warrant such action. Subcontractor is not entitled to an increase in the subcontract rate(s), price(s), damages or additional compensation as a consequence of delays, suspensions or interference in the work unless Contractor is specifically compensated for same by the owner or jurisdiction. In the event Subcontractor is permitted to utilize any vehicles, vessels, equipment or tools procured or provided by Contractor or its affiliates, Subcontractor shall be obligated to pay Contractor: (1) rental for the vehicles,

vessels, equipment and tools calculated on a daily basis at Contractor's cost plus 15% or the agreed rental rate for Contractor or Contractor affiliate owned equipment; (2) all vehicle, vessel, equipment and tool maintenance at Contractor's costs plus 15%; (3) a pro-rata portion of Contractor's insurance costs for coverage on the vehicles, vessels, equipment and tools loaned/rented to Subcontractor plus 15% (or Contractor may require Subcontractor to provide separate liability and property coverage listing Contractor as loss payee); (4) Subcontractor shall be responsible for all insurance deductibles; (5) fuel and lubrication at Contractor's cost plus 15%; (6) all repair costs for damages to the vehicles, vessels, equipment and tools howsoever caused; (7) mobilization and demobilization of the vehicles, vessels, equipment and tools to/from the work site at Contractor's costs.

2. This Subcontract is controlling with respect to the relationship between Contractor and Subcontractor. Any document or agreement which purports to alter or increase Contractor's liability or affect Contractor's rights beyond that stated herein is expressly rejected and does not form a part of this Subcontract. By execution of this Subcontract, Subcontractor acknowledges that all prior agreements and understandings relating to the subject matter herein described have been incorporated into this document, and that no other agreements exist as between Contractor and Subcontractor relating to the subject matter herein described. The Subcontractor is bound to the Contractor to the same extent as the Contractor is bound to the government entity or project owner under the Prime Contract with respect to the Contractor's obligations and performance and completion of each Project. Contractor will make redacted copies of the applicable Prime Contract available for Subcontractor's review at Contractor's home office. It is expressly agreed and understood that Subcontractor and its lower tier subcontractors have no rights under the Prime Contract between Contractor and the government entity or Project owner. Subcontractor shall include the preceding sentence in every sub-subcontract with lower tier subcontractors.

3. The Subcontractor is in all respects an independent contractor. Nothing herein shall create, or be construed to create, between Contractor and Subcontractor an employer/employee, principal/agent, partnership, joint-venture or joint-employer relationship. Subcontractor shall have no right to obligate Contractor for work, performance or payment of any kind to any third-party. Contractor shall not instruct Subcontractor or its employees/contractors regarding rates of pay to any person or entity, or the means, manner or methods of performing or accomplishing Subcontractor's work, nor shall Contractor have the right to do so. Contractor is interested only in the results obtained under this Subcontract. The means, manner and methods of conducting the Subcontractor's work are under the sole control of Subcontractor. The Subcontractor shall not interfere with the Contractor's relationship with any government entity or project owner nor any other entity or person. Subcontractor shall not deal directly with the government entity or project owner without prior authorization, in each instance, in writing, from the Contractor.

4. Subcontractor has reviewed and inspected the work areas and the conditions affecting its work including those bearing upon collection, transportation, disposal of debris and other materials, ability to reduce the debris by any means including burning or grinding (if applicable), availability of labor, roads, and uncertainties of weather, river stages, conditions of all waterways and waterbodies above and below the surface, tides or similar physical conditions of the work areas and the type of equipment and facilities needed to perform the work. Subcontractor has satisfied itself as to the surface and subsurface conditions of all work areas from a prior inspection of same or reasonable opportunity to inspect same. Contractor assumes no responsibility for any conclusions or interpretations made by Subcontractor on the basis of any information made available by the government entity, its representatives, the Project owner or Contractor. Subcontractor may not assert and hereby expressly waives any and all claims based upon

differing site conditions.

5. Time is of the essence in Subcontractor's performance of its work. Subcontractor shall timely make payment for all labor, services, supplies, equipment and/or subcontracts relating in any way to Subcontractor's work. **SUBCONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD CONTRACTOR, THE GOVERNMENT ENTITY AND PROJECT OWNER, AND THE MEMBERS, MANAGERS, OFFICERS, CONSULTANTS, AGENTS, AND EMPLOYEES OF EACH OF THEM, HARMLESS FROM ANY LOSS OR EXPENSE (INCLUDING ATTORNEYS FEES) ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR PAYMENT ASSERTED BY PERSONS OR ENTITIES WHO SUPPLIED LABOR, EQUIPMENT OR SUPPLIES OF ANY TYPE IN CONNECTION WITH OR RELATING TO THE PERFORMANCE OF SUBCONTRACTOR'S WORK HEREUNDER.** Contractor shall have the right and option, but shall not be obligated to, pay the claims of any lower tier subcontractor or supplier and back-charge the Subcontractor such amount plus an additional 20% as an administrative fee.

6. Subcontractor agrees that in performing its work, it will not create, use or dispose of any hazardous chemicals or substances in an unlawful or hazardous manner and shall be solely responsible for the lawful, proper and safe handling, storage and removal of all hazardous wastes, chemicals and substances. Subcontractor agrees to flow down or make applicable all the obligations of this Subcontract to any person or entity with whom Subcontractor subcontracts any work. Subcontractor warrants that all vehicles, materials, tools, vessels and equipment utilized in the performance of its work shall be in good working order, properly licensed and permitted and in compliance with all local, state and federal safety requirements. If required, all vehicles, equipment and trailers transporting debris shall be covered with tarps or other similar coverings and be equipped with a tailgate that will effectively contain all debris during transport. Trucks, trailers and other vehicles and equipment used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Subcontractor warrants that all drivers of vehicles and equipment participating in Subcontractor's work, whether directly employed or contracted by Subcontractor or not, are properly licensed under all applicable federal, state and local transportation laws and regulations. Subcontractor shall give all notices and comply with all codes, laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work.

7. Subcontractor shall comply with federal, state and local, laws, ordinances, codes, regulations, tax laws, labor laws, wage and hour laws, including Social Security Acts, Unemployment Compensation Acts, Workers' Compensation Acts, Truth in Negotiations Act, Copeland Act, Fair Labor Standards Act, Service Contract Act, Contract Work Hours and Safety Standards Act, Drug-Free Work Place Act, and the Davis Bacon Act, to the extent that these laws apply to Subcontractor's work, all of which (including regulations promulgated by the relevant government agencies) are incorporated herein by reference. If applicable, Subcontractor shall comply with 29 CFR 4.6, the U.S. Department of Labor prevailing wage determinations, together with the provisions set forth in Form FHWA-1273, all of which are attached hereto and form part of this Subcontract. See Schedule of Attachments. Subcontractor shall comply with all procedures, rules and regulations with regard to nondiscrimination issued or to be issued by any federal, state or local government or agency, including the Equal Employment Opportunity Commission, insofar as they may apply to the work under this Subcontract. If the Davis Bacon Act, Service Contract Act or other federal or state minimum wage, overtime or labor laws apply to Subcontractor's work, or if required by Contractor, the Subcontractor shall submit certified payrolls to the Contractor by the following Wednesday of each work week. Submission of these certified payrolls is a strict precondition to payment

for Subcontractor's work and no payment to Subcontractor will be made or owed unless and until Subcontractor complies with the requirements of this paragraph. In the event the Project is audited for any reason to determine compliance with any laws, regulations or ordinances, Subcontractor shall pay its pro-rata share to Contractor for such costs and expenses, including attorneys' fees, as calculated by Contractor; such amounts shall be paid by Subcontractor to Contractor or may set-off, back-charged or deducted from any progress payments, final payment(s) or retainage owed Subcontractor. In the event any penalties, charges or amounts of any kind are threatened or assessed against Contractor based on potential or actual claims asserted by any government entity or by Subcontractor's employees or employees of Subcontractor's lower tier subcontractors based on wage underpayment(s) or violation of any federal, state or local laws, including, tax laws, labor laws, wage and hour laws, work safety standard laws, Social Security Acts, Unemployment Compensation Acts or Workers' Compensation Acts, then Contractor shall have the right to set-off, back-charge and deduct from Subcontractor an equal amount from any progress payment(s), final payment or retainage owed Subcontractor.

Subcontractor represents and warrants that it has complied with all federal and all applicable state and local, immigration and employee eligibility laws, statutes, rules, codes, orders and regulations (collectively "Immigration Laws"), including, without limitation, the Immigration Reform and Control Act of 1986, as amended (including but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment, and prohibiting discrimination on the basis of national origin, United States citizenship, or citizenship status), and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto. Subcontractor represents and warrants that it has properly maintained all records required by the United States Immigration and Customs Enforcement ("ICE") or any other federal, state, or local authority that may have jurisdiction over the Work ("Immigration Authorities"), including, without limitation, completion and maintenance of the Form I-9 for each of Subcontractor's employees, and that it has responded in a timely fashion to any inspection requests related to such I-9 Forms. Subcontractor agrees to comply with all Immigration Laws during the term of the Project, to properly maintain all records required by ICE or other Immigration Authorities, and to timely respond to any inspection requests. Subcontractor further agrees to fully cooperate, and to cause its directors, officers, managers, agents and employees to fully cooperate, with any audit, inquiry, inspection or investigation of Subcontractor, or any of its employees, that may be conducted by ICE or other Immigration Authorities. Subcontractor shall immediately, and in no event later than two (2) hours, notify Contractor's representative in writing and by in-person voice communication (not voice mail) of any unscheduled inspections, raids, investigations, inquiries, visits or audits conducted by ICE or any other Immigration Authority of Subcontractor, or its subcontractors, material men, or employees. Subcontractor shall ensure that its subcontractors and materialmen are in compliance with the provisions of this Article. **TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CONTRACTOR, THE GOVERNMENT ENTITY AND PROJECT OWNER, AND THE MEMBERS, MANAGERS, OFFICERS, CONSULTANTS, AGENTS, AND EMPLOYEES OF EACH OF THEM, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE SUBCONTRACTOR'S BREACH OF THIS PARAGRAPH.** Subcontractor shall enroll in the E-Verify program and provide to Contractor acceptable evidence of enrollment at the time of the execution of this Subcontract. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Additional information regarding the Employment Eligibility Verification System (E-Verify) program may be obtained at following website: [//www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify). Subcontractor shall familiarize itself with all rules and regulations governing this program.

8. Subcontractor shall be solely responsible for the safety of its operations and its employees and contractors and shall take all reasonable safety precautions with respect to its work. Subcontractor shall comply with all safety policies and procedures initiated by Contractor for any Project, including Contractor's policy regarding drugs, alcohol and controlled substances. Subcontractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, including, but not limited to, the Federal Occupational Safety and Health Act (OSHA). Subcontractor shall immediately notify Contractor of any injury to any of the Subcontractor's employees or its subcontractors of any tier. Subcontractor shall require its personnel to attend any safety meetings Contractor might conduct and direct its lower tier subcontractors to attend.

9. Subcontractor shall not assign or transfer the performance of this Subcontract or any part thereof without the prior written consent of Contractor, which may be withheld for any reason. Subcontractor shall notify the Contractor in writing of any assignment of amounts due Subcontractor, or to become due it, under this Subcontract. Subcontractor agrees that this Subcontract shall be freely assignable by the Contractor and agrees to perform or continue to perform Subcontractor's obligations for the assignee. In the event Subcontractor subcontracts any work or services required to be performed under this Subcontract: (i) Subcontractor shall utilize a subcontract agreement in substantially the same form as this Subcontract; and, (ii) Contractor and its affiliates shall and are hereby deemed third-party beneficiaries of such subcontract agreement(s), and Contractor shall have the right, but not the obligation, to directly enforce the terms thereof.

10. SUBCONTRACTOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR, CONTRACTOR'S AFFILIATES, THE GOVERNMENT ENTITY OR PROJECT OWNER UNDER THE PRIME CONTRACT, TOGETHER WITH THEIR RESPECTIVE OWNERS, MEMBERS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, OTHER SUBCONTRACTORS, PARTNERS, JOINT-VENTURERS, CO-CONTRACTORS, INDEMNITEES, INSURERS/UNDERWRITERS, SURETIES, SUBROGEEES, SUCCESSORS, ASSIGNS AND REPRESENTATIVES OF EACH (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES (INCLUDING THE INDEMNITEES' CONTRACTUAL LIABILITIES TO THIRD PARTIES), COSTS, LOSSES, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' AND CONSULTANTS' FEES AND EXPENSES OF LITIGATION), JUDGMENTS, FINES, PENALTIES, ASSESSMENTS AND TAXES (COLLECTIVELY "CLAIMS"), WITHOUT REGARD TO THE CAUSE(S) THEREOF, WHICH ANY INDEMNITEE MAY AT ANY TIME SUFFER OR SUSTAIN OR BECOME LIABLE FOR, WHICH IN ANY WAY ARISES OUT OF OR IS RELATED TO SUBCONTRACTOR'S WORK, THIS SUBCONTRACT OR THE SUBCONTRACT DOCUMENTS. THE INDEMNITY, DEFENSE AND HOLD HARMLESS OBLIGATION IN FAVOR OF THE INDEMNITEES INCLUDES BUT IS NOT LIMITED TO CLAIMS CAUSED OR RESULTING FROM THE SUBCONTRACTOR'S, OR ANY OF SUBCONTRACTOR'S AGENTS, CO-CONTRACTORS, PARTNERS, JOINT-VENTURERS, REPRESENTATIVES, LOWER TIER SUBCONTRACTORS, SUPPLIERS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE FOR: (1) VIOLATION OF ANY LAW OR GOVERNMENTAL REGULATION; (2) BREACH OF ANY REQUIREMENT OR REPRESENTATION IN THE SUBCONTRACT DOCUMENTS; (3) ANY CLAIM BY ANY THIRD PARTY REGARDLESS OF

THE ALLEGED FAULT, NEGLIGENCE OR STRICT LIABILITY OF INDEMNITEES; OR (4) NEGLIGENCE ACTS OR OMISSIONS IN PERFORMANCE OF THE WORK UNDER THIS SUBCONTRACT REGARDLESS OF WHETHER SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE ALLEGED FAULT, NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNITEE. THE DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATION GRANTED HEREIN IN FAVOR OF THE INDEMNITEES SHALL INCLUDE ALL CLAIMS (AS PREVIOUSLY DEFINE ABOVE) FOR DAMAGE OR LIABILITY OF ANY SORT, WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING PERSONAL INJURY AND DEATH, ASSERTED BY ANY PERSON OR ENTITY CAUSED BY THE SOLE, GROSS, JOINT OR CONCURRENT FAULT, NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNITEE, WHETHER ACTIVE OR PASSIVE. THIS INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS OR INSURANCE COVERAGE OF SUBCONTRACTOR. THE TERM "CONTRACTOR'S AFFILIATES" AS USED THROUGHOUT THIS SUBCONTRACT SHALL INCLUDE, WITHOUT LIMITATION DRC EQUITY LLC, TOGETHER WITH EACH OF ITS OWNERS, MEMBERS, MANAGERS, OFFICERS, PARTNERS AND EMPLOYEES. THE TERM "SUBCONTRACT DOCUMENTS" SHALL MEAN THIS SUBCONTRACT, THE PRIME CONTRACT BETWEEN CONTRACTOR AND THE PROJECT OWNER, GOVERNMENTAL ENTITY OR JURISDICTION, AND ANY CONTRACT(S) OR AGREEMENT(S) BETWEEN SUBCONTRACTOR AND ITS EMPLOYEES, DRIVERS, OPERATORS, SUPPLIERS OR CONTRACTORS. NOTWITHSTANDING ANY PROVISION OF THIS SUBCONTRACT TO THE CONTRARY, CONTRACTOR SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS' FEES AND LITIGATION EXPENSES TO JUDICIALLY ENFORCE THE TERMS OF THIS PARAGRAPH.

11. Subcontractor waives all rights related to and will save and keep the Project and the lands upon which it is situated or work performed free from all mechanic's liens and all other liens, claims or privileges by reason of Subcontractor's work or any labor, materials or other things used on the Project. If Subcontractor fails, within thirty (30) days after the filing or recordation of any such lien, claim or privilege, to remove any lien, claim or privilege by bonding it or otherwise, Contractor may retain sufficient funds, out of the Subcontract amount, to pay the same and all costs incurred by reason thereof, including, without limitation, attorney's fees.

12. Subcontractor shall cooperate with Contractor and other subcontractors whose work or responsibilities might interfere with Subcontractor's work on the Project, and shall coordinate his/its operations in areas of congestion, specifically advising Contractor of any such interference.

13. Subcontractor has no exclusive right to any work areas, zones, districts, neighborhoods, or other portions of the Project.

14. Subcontractor is solely responsible for all repairs of damages caused by it or its lower tier subcontractors, including but not limited to damaged streets, curbs, sidewalks, driveways, buildings, improvements, other constructions, electric transmission lines, water/sewer lines, cable television lines, lawn and landscape. In addition to any other remedies provided to Contractor herein, Contractor may, in its sole discretion, repair any such damage and deduct or back-charge the Subcontractor the cost of the repair from any progress or final payment or retainage. All determinations by the government entity, Project owner, government entity/owner's representative or Contractor regarding the cause and responsibility for such damages referenced in this subparagraph shall be final and conclusive for purposes of assigning fault and liability to Subcontractor or any other person/entity.

15. Retainage shall be forfeited by Subcontractor if the Subcontractor vacates the Project prior to completion of its designated work without being released by Contractor.

16. Subcontractor shall submit all invoices and payment requests, together with haul or load tickets, within 30 days from the date of issuance of any haul/load ticket or performance of work. Haul/load tickets submitted beyond such 30-day time period are deemed forfeited by Subcontractor and will not be paid. All volume calculations for any work performed by Subcontractor (including load and haul work, debris site management, debris reduction, and final haul out) shall be based on final, reconciled amounts of eligible debris or eligible items as calculated and approved by the appropriate government entity representative or by Contractor in its/their sole discretion. Subcontractor shall not be paid for work in connection with ineligible debris, ineligible items or estimated debris volumes. Trucks or equipment designated for use under this Agreement shall not be used for any other work during Subcontractor's performance under this Subcontract. Subcontractor shall not solicit or undertake work from any private citizen. Under no circumstances shall Subcontractor mix debris hauled for others with debris hauled under this Subcontract.

17. Subcontractor shall perform its work so not to interfere with other disaster response and recovery activities of federal, state, and local governments, agencies or utilities.

18. At no time will Subcontractor or any of its subcontractors of any tier enter private property without a properly executed "Right of Entry Form" approved by the government entity, owner or government entity/owner's agent.

19. The Contractor shall retain 10% of each progress payment requested by Subcontractor and approved by Contractor. Subject to the condition precedent ("suspensive condition") stated below, all amounts owed to Subcontractor are payable in current funds ten (10) days after the Contractor has received funds from the government entity or Project owner for same. Notwithstanding any provisions herein to the contrary, it shall be an absolute condition precedent ("suspensive condition") to any liability or obligation of the Contractor to the Subcontractor for payment of progress, final payments or retainage for work performed by the Subcontractor on any Project that the Contractor be in receipt of full payment from the government entity or Project owner for the work performed by Subcontractor. If the Contractor has not been paid by the government entity or Project owner, for whatever reason, the Subcontractor agrees that the Contractor shall not be obligated to, liable to, or indebted to, the Subcontractor on account of Subcontractor's work. The Subcontractor accepts the risk that it will not be paid for work performed by the Subcontractor in the event that the Contractor, for whatever reason, is not paid in full by the government entity or Project owner for such work, and the Subcontractor states that he/it relies entirely for payment for work performed on the credit of the government entity or Project owner and not the Contractor. The

Subcontractor acknowledges it understands and agrees to the terms and conditions of payments as outlined in this paragraph. The Subcontractor agrees that the liability of the surety on any payment bond, if any, for payment to the Subcontractor, is subject to the same conditions precedent or suspensive conditions as are applicable to the Contractor's liability to the Subcontractor. Acceptance by the Subcontractor of any payment made after the receipt by Contractor of Subcontractor's invoice or pay request shall be and shall operate as a release of all claims, liens, privileges and liability by the Subcontractor relating to such invoice or pay request for all things done or furnished or relating to the work and for every act or alleged neglect of the Contractor arising out of the Subcontract except for claims for retained percentages withheld by the Contractor in accordance with this subcontract. Subject to the terms and conditions of this Subcontract and the reconciliation of Contractor and Subcontractor's records by the owner/jurisdiction's agent or representative, retainage will be paid upon: (i) the final release or close-out of the Project by the Project owner, governmental entity or jurisdiction; (ii) the completion of all work by Subcontractor including final clean-up and damage repairs if any; (iii) Subcontractor's provision of proof to Contractor of satisfactory payment and settlement with all Subcontractor's employees, lower-tier subcontractors, vendors and suppliers. Contractor has the right to require from Subcontractor executed release of liens and claims, in an acceptable form, stating that all bills have been paid and no claims exist against Contractor or its surety. Contractor may deduct from the amounts due the Subcontractor pursuant to this Subcontract, any sums due or to become due to the Contractor from the Subcontractor whether or not said sums are in any way related to this Subcontract or the Project.

20. Subcontractor shall maintain in effect for the duration of this Subcontract the following insurance policies:

Commercial General Liability Insurance: minimum limit of not less than US\$1,000,000 each occurrence, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and blanket contractual liability coverage including Subcontractor's defense, indemnity and hold harmless obligations set forth in paragraph 10 above. When work is performed on, over, or in close proximity to navigable waters or vessels or in any way involves maritime workers, any vessel exclusion and exclusion for non-owned watercraft shall be deleted as respects liability coverage and contractual liability coverage.

Business Auto Liability Insurance: minimum limit of not less than US\$1,000,000 each accident including coverage for any and all owned, non-owned and hired vehicles.

Workers Compensation and Employers Liability Insurance: The workers' compensation and/or employers liability minimum limits shall not be less than US\$1,000,000 each accident. If any Work to be performed under this Contract will be on, over, or in close proximity to navigable waters or vessels or in any way involves maritime workers, the U.S. Longshore and Harbor Workers Compensation Act endorsement shall be attached to the policy. If any Work to be performed under this Contract will involve maritime workers or vessels, the Maritime Coverage endorsement (WC 00 02 01) shall be attached to the policy.

Pollution Liability Insurance: Contractor shall maintain in force for the duration of this Contract pollution legal liability insurance applicable to bodily injury; property damages, including loss of use of the damaged property or of property that has not been physically injured or destroyed; cleanup costs; and Defense, including costs and expenses incurred in the investigation or settlement of claims; all in connection with any loss arising from the insured facility. Coverage shall be with minimum limits of not

less than US\$1,000,000 per occurrence.

Vehicles, Vessels, Equipment and Tools: In the event Subcontractor is permitted to utilize any vehicles, vessels, equipment and tools furnished by Contractor, Subcontractor shall maintain in full force and effect insurance covering the full value of such vehicles, vessels, equipment and tools naming Contractor as loss payee and naming Contractor as an additional named insured with full waiver of subrogation.

General Insurance Provisions: Within five (5) days of Subcontractor's signing of this Subcontract, Subcontractor shall furnish Contractor with all certificates of insurance. All certificates shall provide for 30 Days' written notice to Contractor prior to the cancellation or material change. All insurance policies of Subcontractor shall be primary and non-contributory to Contractor or any Indemnitees' (as defined in paragraph 10 above) insurance coverages and be endorsed to waive all rights of subrogation against Contractor and any Indemnitee, and (except worker's compensation coverage and professional liability coverage) shall, to the extent of the risks and liabilities assumed by Subcontractor, name Contractor and any Indemnitee (as defined in paragraph 10 above) as an additional insured on a broad form endorsement. All insurance required of Subcontractor shall be placed with insurers acceptable to Contractor with a minimum rating of A- VII by the A.M. Best Company or equivalent. Subcontractor shall require the same coverages described herein from each of its lower-tier subcontractors. **SUBCONTRACTOR SHALL BE LIABLE TO, AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS, CONTRACTOR AND ANY INDEMNITEE (AS DEFINED IN PARAGRAPH 10 ABOVE) FOR ANY LOSS OR EXPENSE, INCLUDING REASONABLE ATTORNEYS FEES, RESULTING FROM SUBCONTRACTOR'S FAILURE TO PROVIDE OR REQUIRE ANY INSURANCE COVERAGE DESCRIBED HEREIN.** Contractor may withhold any and all payment(s) to Subcontractor unless or until Contractor receives evidence of the foregoing insurance coverages, which are deemed a strict condition precedent (suspensive condition) to Contractor's payment obligation to Subcontractor. If Subcontractor fails to procure or maintain all insurance coverages required in this Subcontract, or if Subcontractor fails to deliver all certificates of insurance, the Contractor may, but is not obligated to, procure such insurance coverages and deduct the premium costs (or deductibles) for same from any payments owed to Subcontractor. Subcontractor's insurance obligations are independent from Subcontractor's defense, indemnity and hold harmless obligations in this Subcontract, which defense, indemnity and hold harmless obligations are not limited or diminished by this Paragraph 20. All insurance benefits and protections granted to Contractor (or any indemnitee) under this Subcontract shall extend to or be used to satisfy all Subcontractor's defense, indemnity and hold harmless obligations under this Subcontract.

21. If any provision, part or term of this Subcontract is held to be void or unenforceable by a court of competent jurisdiction, then such provision, part or term shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Contractor and Subcontractor, who agree that the Subcontract shall be reformed to replace such stricken provision, part or term thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

22. The rights of the parties under this services contract shall be construed in accordance with the laws of the State of Texas. The Parties hereby irrevocably submit to the jurisdiction of the State or Federal courts sitting in Galveston County, Texas, and venue for any proceeding brought in connection with this Subcontract shall only be proper in such courts.

23. Subcontractor hereby waives and releases Owner, Owner's Agent, Contractor, Contractor's affiliates, any Indemnitee, together with their respective members, partners, managers, officers, employees, insurers, underwriters, sureties, successors and assigns from all liability, claims, causes of action and demands for lost profits, incidental, unabsorbed overhead, delay damages, attorneys' fees, punitive damages, equitable claims including unjust enrichment and *quantum meruit*, consequential or special damages of any kind, without regard of the cause(s) thereof, including without limitation those in connection with or related to Subcontractor's work, this Subcontract, the Subcontract Documents, including any alleged breach thereof.

24. Contractor may pay Subcontractor's lower tier contractors directly which Subcontractor acknowledges and agrees shall not create an implied contract between Contractor and such lower tier contractors. In the event Contractor pays Subcontractor's contractor(s) directly, then all terms, conditions and obligations of this Subcontract remain in full force and effect. In the event, Subcontractor fails to pay its lower tier contractors, Contractor may pay Subcontractor's lower tier contractors which payment shall discharge Contractor's obligation to Subcontractor for such amount(s).

25. This Subcontract contains the entire agreement and understanding between the parties and exclusive statement of the terms of their agreement. All prior agreements, written or oral, between the parties are merged herein. No modifications shall be valid unless reduced to writing and signed by the parties.

26. Prior to the institution of any legal claim by Subcontractor, the parties shall submit to non-binding mediation before a neutral mediator. Subject to Contractor's written consent, Subcontractor hereby stipulates, consents and agrees to resolve all claims and disputes arising out of or relating to this Subcontract and Subcontractor's work through binding arbitration to be held in Houston, Texas utilizing the American Arbitration Association's Commercial Arbitration Rules R-1 through R-54, and specifically including the right to conduct full discovery prior to any trial or hearing.

Signature page following

Signature page to Master Subcontract Agreement

Thus done and signed on the dates indicated below.

SUBCONTRACTOR:

Sportfield Solutions, LLC

Sign: _____

Print Name: _____

Title: _____

Date: June 4, 2016

CONTRACTOR:

DRC Emergency Services, LLC

Sign: _____

Print Name: _____

Title: _____

Date: June 4, 2016

SCHEDULE OF ATTACHMENTS:

(a) For any federal projects: Subcontractor acknowledges that a copy of 29 CFR 4.6 and the U.S. Department of Labor prevailing wage determinations have been attached hereto and form part of this Subcontract. _____

Initial

(b) For any state Department of Transportation federal-aid highway construction contracts: Subcontractor acknowledges that a copy of Form FHWA-1273 has been attached hereto and forms part of this Subcontract. _____

Initial

Prepare

Respond

Recover



One of the key missions of any City 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 the City of League City 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
- Office Locations
- Available Equipment
- Joint Planning & Training
- Management Plan
- Forecasting

Contract Award

Upon award, DRC's Regional Manager, Clif Kennedy, will schedule a meeting with the City of League City. The initial meeting is critical, allowing both the City 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:

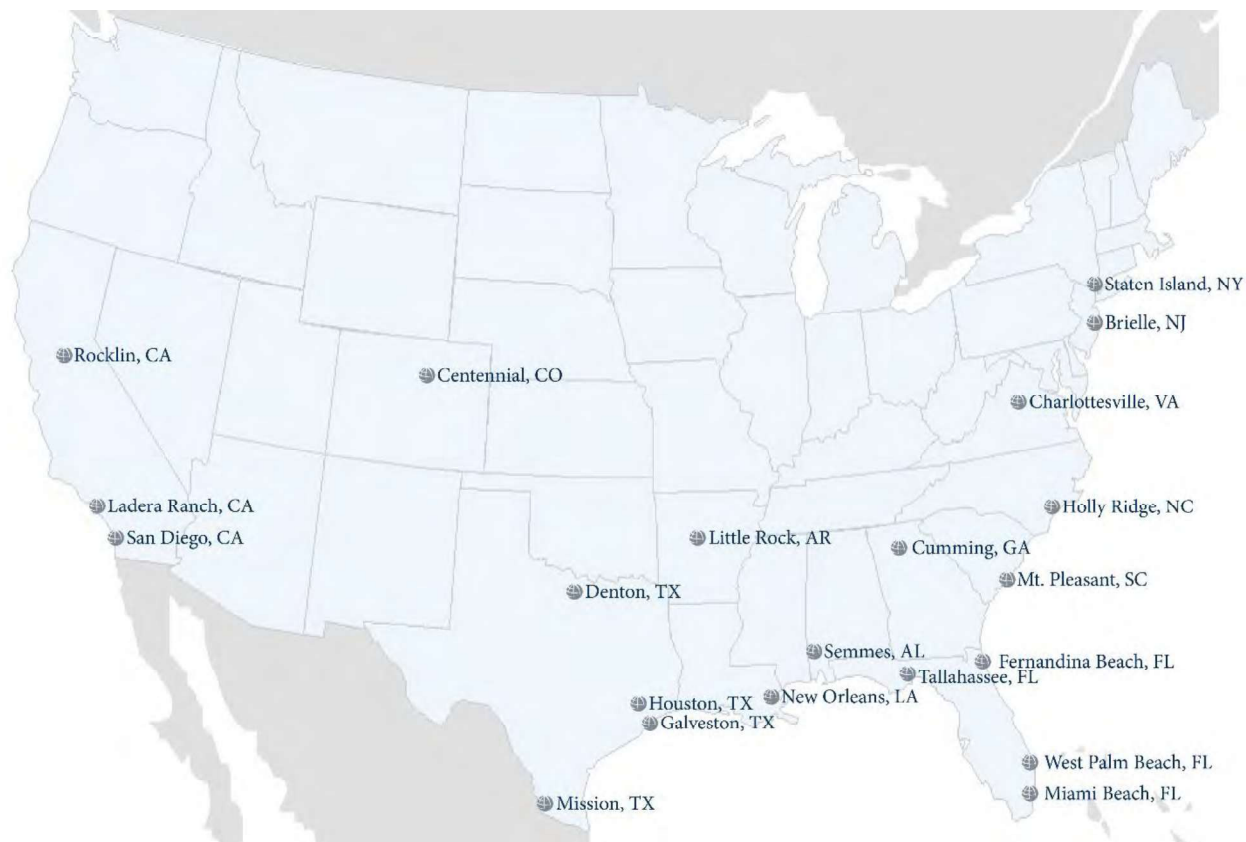
- Presenting key team members, including the Project Manager, and their responsibilities
- Scheduling table top scenario exercises to include planning and routing
- Facilitating the designation and readiness of TDSRS and final disposal sites
- Introducing Monitoring Firm Representative (if applicable)

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 |

Office Locations



DRC is a Texas based 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 the City of League City should any location be compromised during a disaster. Should an activation occur, DRC will establish an office within League City from which all operations will be managed.

DRC currently has 38 full-time employees, however, over 450 people are employed across our Family of Companies.



Tab B: Project Methodology

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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 2017 hurricane season, DRC operated in excess of 2,000 pieces of equipment while simultaneously responding to Hurricanes Irma, Harvey, and Maria.**



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.

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



Tab B: Project Methodology

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Semi Tractors	various makes	232
Service Trucks	fully stocked road ready service vehicles	79
Slings	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



Tab B: Project Methodology

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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 the City of League City with planning and training throughout the length of the City'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





Tab B: Project Methodology

RFP 22-024 Debris Management Services

Management Plan

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.



Tab B: Project Methodology

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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 the City in the wake of a disaster event.

A copy of the Quality Control Plan is available for 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.



Tab B: Project Methodology

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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 and Jay Gunter, MOT Specialist, 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.



Tab B: Project Methodology

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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 the City of League City with planning and training exercise. DRC will provide regular training and feedback sessions annually or on a more frequent basis to the City 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.



Tab B: Project Methodology

RFP 22-024 Debris Management Services

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 right-of-ways
- Sufficient acreage to manage a large number of vehicles
- Fencing around the facility is preferable



TDSRS 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.

Proposed Final Disposal Site

North County Landfill, 2015 Wyoming Ave, Dickinson, TX 77539

Establishing Emergency Push Routes & Collection Grids

Collection grids and emergency push routes should include:

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



Tab B: Project Methodology

RFP 22-024 Debris Management Services

Forecasting

DRC will incorporate the City of League City's debris management plan and use the USACE model to predict project debris volumes, storage acreage needed, equipment, and manpower needed for the project.

Forecasting Scenarios

Scenario 1 Category 3 Hurricane

CUBIC YARDS ASSUMED: 426,000

ESTIMATED TIME OF COMPLETION: 90 total days with three complete passes

AVERAGE CUBIC YARDS PER TRUCK PER DAY: 500

TRUCK TYPE/REQUIRED: (120 cubic yard self-loaders or equivalent) 15-18 crews for the first 30 days; 10 crews for days 30-90

TDSRS REQUIRED FOR LESS THAN 10 MILE HAUL: 2-4

PERSONNEL REQUIRED: Project Manager, three supervisors, TDSRS site manager, staff of 3-5 per TDSRS site and full back-office staff

Event Type 1 – Spot Jobs

This scenario best describes “the emergency push.” This operation has a duration of not more than 70 hours and is the only debris work that qualifies for hourly pay and reimbursement under FEMA guidelines. The operational aspects of this work is relatively simple and requires very little special training. The most important aspects of this type of operation require advanced identification of priority routes to be cleared (Hospitals, Major Routes, and Fire Stations etc.) and coordination with the Power Company and Public Works. DRC would rely upon its own special equipment and the equipment of its local subcontractors for immediate response within the twelve hours following the event. DRC Emergency Services has performed hundreds of these responses throughout the Southeast.

Event Type 2: Small Event - Citywide

The operating plan detailed in this section of this proposal more closely pertains to amount of debris generated from Event types 3 and 4. Event Type 2 simply involves a scaled down version of the elements described within. Typically, a project as small as this would require only a single DMS site of 15 or more acres and a single project manager and supervisor. Using five 100 cubic yard self-loaders, the first collection pass should only take 9-10 days with a total project completion accomplished in 15 to 20 days. Scheduling would be prioritized through daily meetings with City Staff member(s). The small amounts of HHW and white goods would be collected and processed separately within the same time frame. The operational elements of such a project are basically the same as will be described for events 3 and 4, however adjusted for scale.



Tab B: Project Methodology

RFP 22-024 Debris Management Services

Event Type 3 Significant Event – Citywide/ Event Type 4 Catastrophic Event - Citywide

For decades, DRC has established several industry benchmarks while responding to events such as this type (generally events producing greater than one million cubic yards). For instance, in our performance in the City of Houston, Texas in 2008, DRC collected 5.6 million cubic yards of woody debris, operated eight DMS sites in the City alone, while recycling 100% of the processed debris. Additionally, we established a FEMA record that continues to stand, by collecting 440,000 cubic yards in a single operating day.

Simultaneously, in Galveston Texas, DRC responded to a different type of event. The combination of wind and tidal surge produced over 1.5 million cubic yards of mixed debris. DRC operated several DMS sites in the City that called for the separation, processing and recycling of this debris.

Please see the approach outlined in this section.

RESPOND



- Alert Phase
- Disaster Impact
- Response Timeline
- Initial Damage Assessments
- Emergency PUSH Operations
- Loading and Hauling Operations
- Temporary Debris Staging and Reduction 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, Clif Kennedy will contact the City of League City to discuss activation and response
- 🌐 At the discretion of the City, 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
- 🌐 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



Tab B: Project Methodology

RFP 22-024 Debris Management Services

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 the City of League City's Point of Contact
- Staging and measurement (certification) of equipment is underway
- Permitting and mobilization of TDSRS 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 City's Point of Contact
- Roughly 50 percent of required equipment and manpower are in place
- At least one TDSRS 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 City'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 TDSRS 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 City 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 City, 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 the City of League City
- 🌐 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 City’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

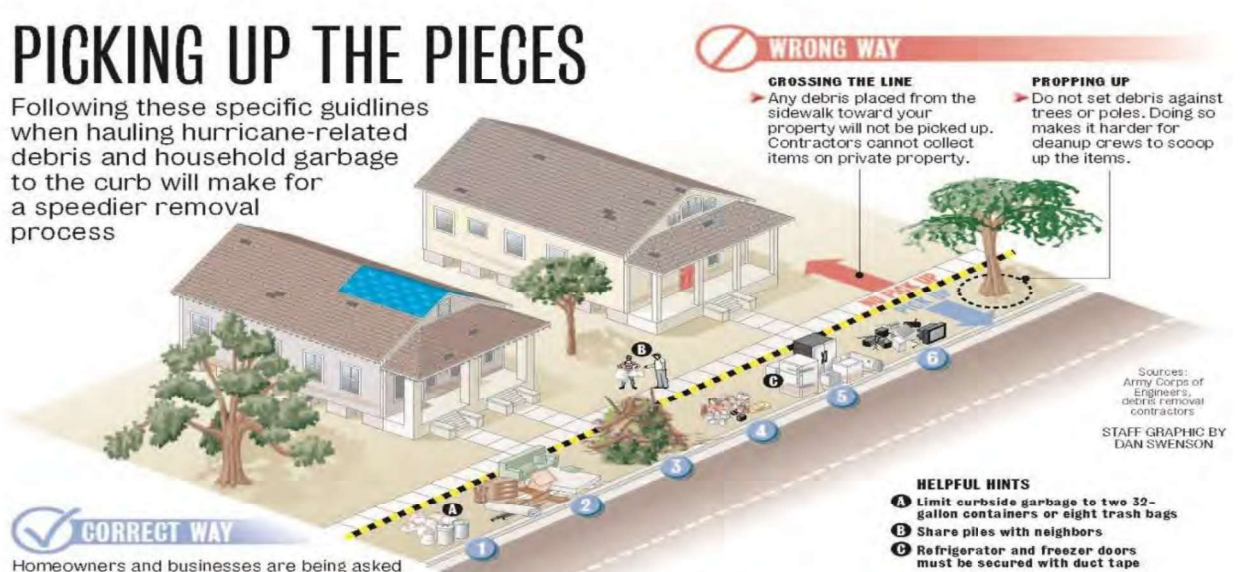
Within 24-48 hours of a Notice to Proceed (or a reasonable amount of time agreed upon by the City) DRC will commence debris removal operations with multiple Debris Removal Crews. Debris Removal Crews will many times consist of three to five hauling vehicles of 30 to 150 cubic yard capacity with operators, 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 City.
- 🌐 As subcontractors complete zones, the areas are jointly surveyed by the City of League City 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:

1 HOUSEHOLD GARBAGE <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. 	2 CONSTRUCTION DEBRIS <ul style="list-style-type: none"> ➤ Building materials ➤ Drywall ➤ Lumber ➤ Carpet ➤ Furniture ➤ Mattresses ➤ Plumbing 	3 VEGETATION DEBRIS <ul style="list-style-type: none"> ➤ Tree branches ➤ Leaves ➤ Logs 	4 HOUSEHOLD HAZARDOUS WASTE <ul style="list-style-type: none"> ➤ Oils ➤ Batteries ➤ Pesticides ➤ Paints ➤ Cleaning supplies ➤ Compressed gas 	5 'WHITE' GOODS <ul style="list-style-type: none"> ➤ Refrigerators ➤ Washers, dryers ➤ Freezers ➤ Air conditioners ➤ Stoves ➤ Water heaters ➤ Dishwashers 	6 ELECTRONICS <ul style="list-style-type: none"> ➤ Televisions ➤ Computers ➤ Radios ➤ Stereos ➤ DVD players ➤ Telephones
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✗ WRONG WAY

CROSSING THE LINE

➤ Any debris placed from the sidewalk toward your property will not be picked up. Contractor's 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.

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

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

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 Temporary Debris Staging and Reduction 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.



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 Temporary Debris Staging and Reduction 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 TDSRS 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 TDSRS 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 TDSRS or direct transport to a qualified recycler/disposal facility
- 🌐 When stored at a TDSRS, 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 TDSRS 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 the City of League City 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 City'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 the City of League City'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

Additional debris related collections, operations and projects that may occur during the response or recovery phase include but is not limited to the following:

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 the City of League City. 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 (City 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

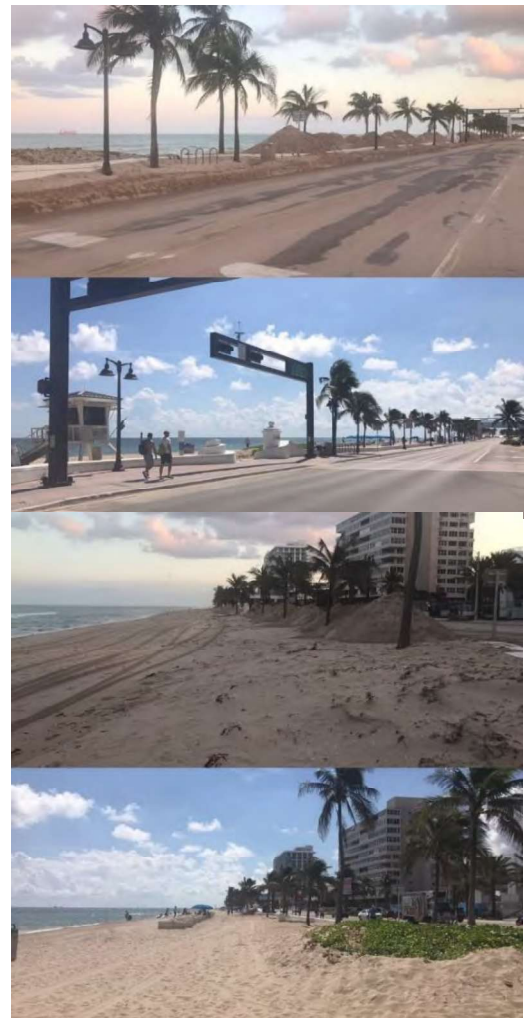




Sand, Soil Recovery, Beach Restoration

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 thirty years. 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 TDSRS
- 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 TDSRS 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





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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.

Temporary Debris Staging and Reduction Site Operations

Permitting and Site Mobilization

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

- 🌐 Phase One—environmental audit is performed
- 🌐 The number of TDSRS 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 TDSRS
- 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)	

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.

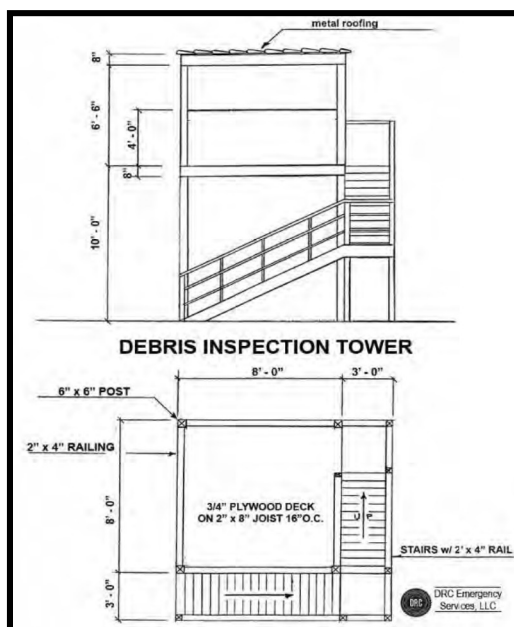
Recyclables/Salvage—Recyclable/salvageable materials will be stock piled in accordance with the site plan.

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.

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



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.





Tab B: Project Methodology

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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 TDSRS. The scope of restoration is determined by post use site conditions, terms of the land lease, or the City 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 the City of League City and/or Landowner

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





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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

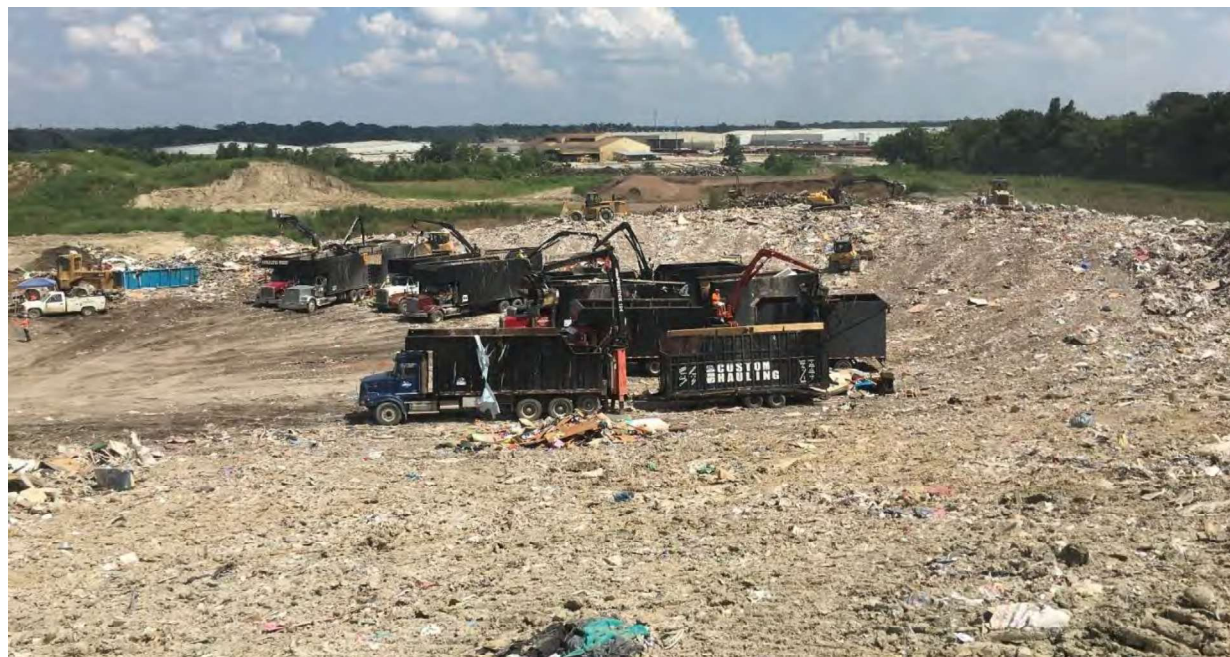
- DRC maintains a damage hotline (888-721-4DRC) for all projects. A complaint manager is assigned to the project and is responsible for tracking all damage and repair.
- DRC will investigate all damages and complaints within 24 hours and will propose a resolution to the damaged party within 48 hours.

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 City (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.





Tab B: Project Methodology

RFP 22-024 Debris Management Services


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 _____

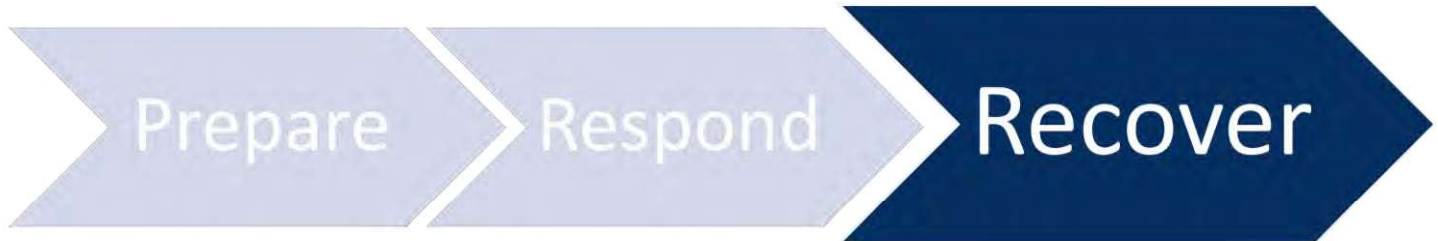
Event _____

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.



Tab B: Project Methodology

RFP 22-024 Debris Management 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.





Tab B: Project Methodology

RFP 22-024 Debris Management Services



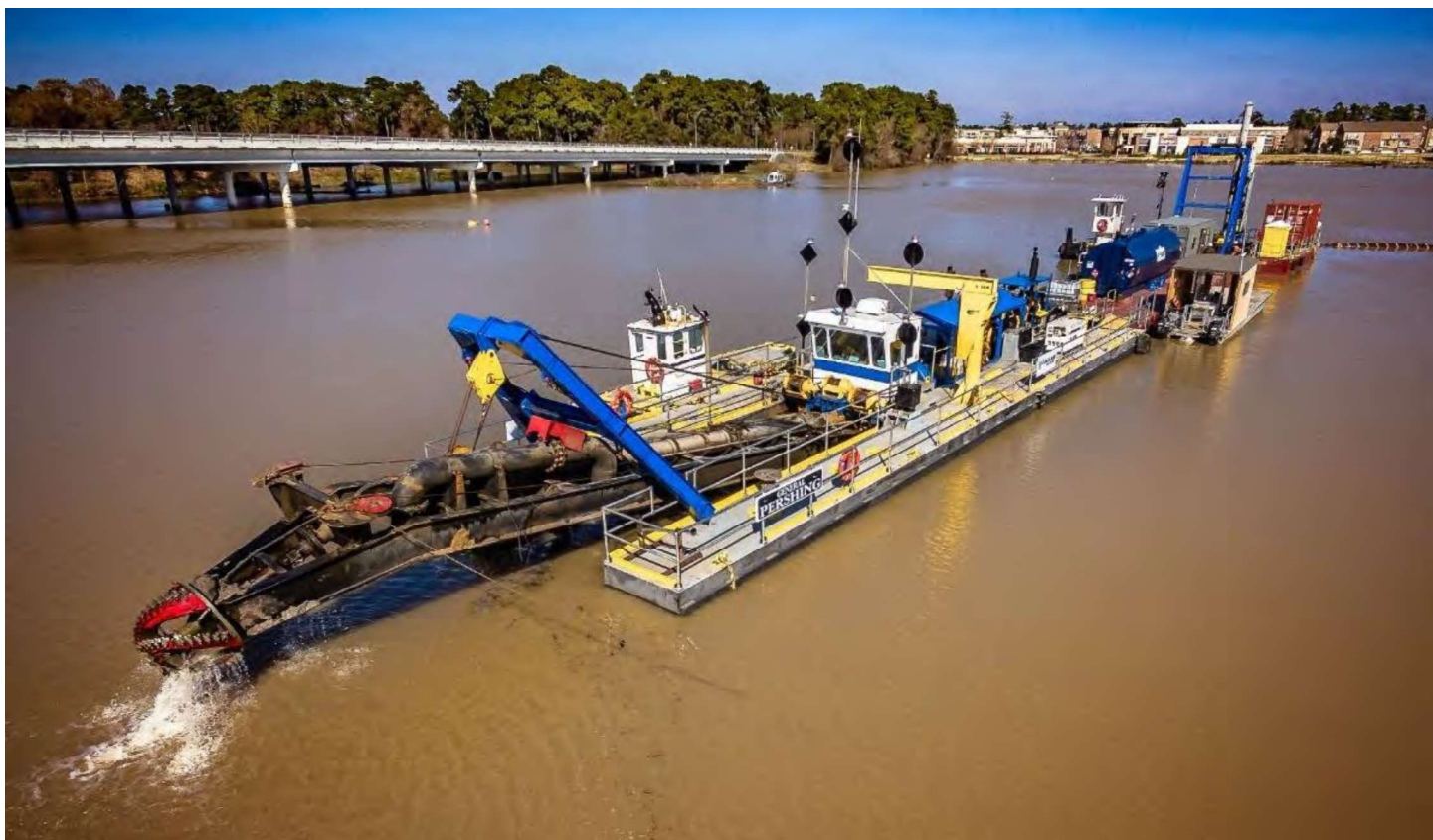
DRC's sister Company, Callan Marine is a highly-specialized construction firm capable of providing, design, engineering, management and construction services such as:

- 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.





Tab C: Pricing and Fees

RFP 22-024 Debris Management Services

Please see the Proposal Cost Sheet attached.



Proposal Cost Sheet

DUE DATE: Wednesday, June 29, 2022, by 10:00 a.m.

Emergency Road Clearance			
Item #	Description	Cost	Unit
A	Dump Truck, 16-20 CY capacity, with Operator	\$95.00	HOUR
B	Rubber Tired Front-end Loader, 3-5 CY capacity, with Operator	\$195.00	HOUR
C	Two (2) Person Laborer Crew with Chainsaws, 16" min bar, traffic flags, and misc. small tools (axes, shovels, safety equip.)	\$110.00	HOUR
D	Crew Foreman with Pickup Truck, ½-1 Ton, & cellular phone	\$65.00	HOUR
E	Track Hoe Excavator, 2-3 CY bucket with operator	\$195.00	HOUR
F	Low Bed Equipment Trailer, 35 Ton capacity, and Tractor Truck with operator	\$115.00	HOUR
Debris Removal Processing and Disposal			
Item #	Description	Cost	Unit
1	Mobilization and Demobilization (Lump Sum)	\$0.00	LUMP SUM
2	Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites	\$7.62	CY
3	Vegetative Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites	\$9.86	CY



RFP 22-024
Debris Management Services

4	Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site	\$7.98	CY
5	Vegetative Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site	\$3.68	CY
6	C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites	\$7.98	CY
7	C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites	\$9.98	CY
8	C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site	\$9.98	CY
9	C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site	\$3.98	CY
10	Management of TDSRS	\$1.42	CY
11	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal	\$3.24	CY
12	Grinding or consolidation of C&D debris at TDSRS	\$3.24	CY
13	Processing (Open Burning) of Vegetative Debris at TDSRS or Final Disposal	\$1.22	CY
14	Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal	\$1.82	CY
15	Pick Up and Haul of White Goods to Site within City	\$40.00	UNIT
16	Pick Up and Disposal of Hazardous Material	\$9.95	LB




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Debris Management Services

17	Pick Up and Disposal of Household Hazardous Waste	\$9.95	LB
18	Pick Up and Disposal of Electronic Waste	\$15.00	LB
19	Freon Management and Recycling	\$25.00	UNIT
20	Dead Animal Collection, Transportation and Disposal	\$4.95	LB
21	Abandoned Vehicle Removal	\$150.00	VEHICLE
22	Recreational Vehicle	\$25.00	PER LF
23	Disposal of asbestos containing material	\$28.60	CY
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site			
24	6-inch diameter to 11.99-inch diameter	\$18.86	See conversion chart
25	12-inch diameter to 23.99-inch diameter	\$18.86	See conversion chart
26	24-inch diameter to 47.99-inch diameter	\$28.86	See conversion chart
27	48-inch diameter and greater	\$28.86	See conversion chart
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed			
28	Removal of hazardous hanging limbs greater than 2 inches	\$65.00	EACH
29	Removal of hazardous standing trees 6" – 12" in diameter	\$45.00	EACH



RFP 22-024
Debris Management Services

30	Removal of hazardous standing trees 13" – 24" in diameter	\$110.00	EACH
31	Removal of hazardous standing trees 25" – 36" in diameter	\$195.00	EACH
32	Removal of hazardous standing trees 37" – 48" in diameter	\$250.00	EACH
33	Removal of hazardous standing trees greater than 48" in diameter	\$295.00	PER TREE
Marine, Lake, or Inland Water Debris Removal			
34	Canals, bayous, and ditches	\$22.50	PER LF
35	Bays and other open waters	\$12,000.00	PER ACRE
36	Boat removal	\$30.00	PER LF
The following items shall be billed on a time and material basis according to the attached schedules			
37	Emergency Road Clearance	SEE EQUIPMENT & LABOR RATES	
38	Demolition of Structures (Debris will be hauled and disposed of under items 6-9)	\$5.95	SQ/FT
39	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement	\$19.95/ pound	N/A 
40	Generators, light plants, water pumps, portable toilets, and other required equipment or materials	22%	COST PLUS
EQUIPMENT RATES			
Equipment Description	Applicable Unit if not Able to Provide Equipment Described	Cost	Unit



RFP 22-024
Debris Management Services

JD 544 Wheel Loader with debris grapple		\$195.00	HOUR
JD 644 Wheel Loader with debris grapple		\$195.00	HOUR
Extendaboom Forklift with debris grapple		\$145.00	HOUR
753 Bobcat Skid Steer Loader with debris grapple		\$115.00	HOUR
753 Bobcat Skid Steer Loader with bucket		\$115.00	HOUR
753 Bobcat Skid Steer Loader with street Sweeper		\$125.00	HOUR
30-50 HP Farm Tractor with box blade or rake		\$95.00	HOUR
2-2 ½ Cu.Yd. Articulated Loader with bucket		\$225.00	HOUR
3-4 Cu.Yd. Articulated Loader with bucket		\$235.00	HOUR
JD 648E Log Skidder or equivalent		\$195.00	HOUR
CAT D4 Dozer		\$150.00	HOUR
CAT D6 Dozer		\$160.00	HOUR



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Debris Management Services

CAT D8 Dozer		\$225.00	HOUR
CAT 125 – 140 HP Motor Grader		\$195.00	HOUR
JD 690 Trackhoe with debris grapple		\$195.00	HOUR
JD 690 Trackhoe with bucket & thumb		\$195.00	HOUR
Rubber Tired Trackhoe with debris grapple		\$195.00	HOUR
JD 310 Rubber Tired Backhoe with bucket and hoe		\$195.00	HOUR
Rubber Tired Excavator with debris grapple		\$195.00	HOUR
210 Prentiss Knuckleboom with debris grapple		\$175.00	HOUR
Self-Loader Scraper Cat 623 or equivalent		\$225.00	HOUR
Hand Fed Debris Chipper		\$75.00	HOUR
300 – 400 Tub Grinder		\$395.00	HOUR
800 – 1,000 HP Diamond Z Tub Grinder		\$495.00	HOUR
30 Ton Crane		\$250.00	HOUR



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Debris Management Services

50 Ton Crane		\$300.00	HOUR
100 Ton Crane (8 hour minimum)		\$650.00	HOUR
40-60' Bucket Truck		\$195.00	HOUR
Service Truck		\$95.00	HOUR
Water Truck		\$125.00	HOUR
Portable Light Plant		\$45.00	HOUR
Equipment Transports		\$95.00	HOUR
Pickup Truck, Unmanned		\$25.00	HOUR
Self-loading Dump Truck with Knuckleboom and debris grapple		\$195.00	HOUR
Single Axle Dump Truck, 5 – 12 Cu.Yd.		\$75.00	HOUR
Tandem Dump Truck, 16 - 20 Cu.Yd.		\$95.00	HOUR
Trailer Dump, 24 – 40 Cu.Yd.		\$115.00	HOUR
Trailer Dump Truck, 61 – 80 Cu.Yd.		\$125.00	HOUR



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Debris Management Services

Power Screen		\$195.00	HOUR
Stacking Conveyor		\$195.00	HOUR
Off Road Trucks		\$150.00	HOUR
LABOR AND MATERIAL RATES			
Labor Description		Cost	Unit
Operations Manager		\$65.00	HOUR
Superintendent with truck, phone & radio		\$65.00	HOUR
Foreman with truck, phone & radio		\$65.00	HOUR
Safety/Quality Control Inspector with vehicle, phone & radio		\$85.00	HOUR
Inspector with vehicle, phone & radio		\$65.00	HOUR
Climber with gear		\$95.00	HOUR
Saw Hand with chainsaw		\$55.00	HOUR
Laborers & Flagmen		\$45.00	HOUR
Public Assistance Manager		\$35.00	HOUR



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Debris Management Services

Documentation Clerk	\$35.00	HOUR
Timekeeper	\$35.00	HOUR
HazMat Professional	\$125.00	HOUR
Household HazMat Inspection & Removal Crew	\$350.00	HOUR
Generators from 10 KW to 300 KW	See Attached	HOUR
Material Description	Cost	Unit
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	\$1.00	CY

ITEM #	EQUIPMENT/LABOR DESCRIPTION	HOURLY	WEEKLY	HOU RLY OT
A.1	210 Prentice Loader	\$ 175.00	\$ 9,800.00	\$ 220.00
A.2	Self-Loading Prentice Truck 25 to yard dump body	\$ 175.00	\$ 9,800.00	\$ 220.00
A.3	Wheel Loader 2 ½ to 3-yard bucket	\$ 195.00	\$ 10,920.00	\$ 240.00
A.4	Wheel Loader 3-to-5-yard bucket	\$ 215.00	\$12,040.00	\$ 260.00
A.5	Tandem Dump Truck 16 to 20 yards	\$ 75.00	\$ 4,200.00	\$ 120.00
A.6	Mini Loader/Bobcat	\$ 115.00	\$ 6,440.00	\$ 160.00
A.7	Dozer/Cat D6 or equivalent	\$ 170.00	\$ 9,5200.00	\$ 215.00
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	\$ 195.00	\$10,920.00	\$ 240.00
A.10	Chainsaw with operator	\$ 55.00	\$3,080.00	\$ 82.50



RFP 22-024
Debris Management Services

A.11	Laborers	\$ 45.00	\$ 2,520.00	\$ 67.50
A.12	Four men crew with transportation	\$245.00	\$ 13,720.00	\$ 367.50
A.13	Three men crew with transportation	\$ 195.00	\$ 10,920.00	\$ 292.50
A.14	Two men crew with transportation	\$ 150.00	\$ 8,400.00	\$ 225.00
A.15	Supervisor with transportation	\$ 65.00	\$ 3,640.00	\$ 97.50
A.16	Safety Manager with transportation	\$75.00	\$ 4,200.00	\$ 112.50
A.17	Flagger for traffic control	\$ 40.00	\$ 2,240.00	\$ 60.00
A.20	Trash Transfer Trailers – 100 yards with Tractor	\$ 175.00	\$ 9,800.00	\$ 220.00
A.21	Trash Transfer Trailer <u>50</u> yard with Tractor	\$125.00	\$ 7,000.00	\$ 170.00
A.22	Trash Transfer Trailer <u>40</u> yard with Tractor	\$ 11.00	\$6,440.00	\$ 160.00
A.23	Equipment Transports	\$ 65.00	\$ 3,640.00	\$ 85.00
A.24	Other Equipment:	\$	\$	\$
A.25	Other Equipment:	\$	\$	\$
A.26	Other Equipment:	\$	\$	\$
A.27	Other Equipment:	\$	\$	\$
A.28	Other Labor:	\$	\$	\$
A.29	Other Labor:	\$	\$	\$
A.30	Other Labor:	\$	\$	\$
A.31	Other Labor:	\$	\$	\$
A.32	Other Labor:	\$	\$	\$
A.33	Labor - Fueling of ancillary equipment and re-filling of water trucks– Hourly rate shall include labor, transportation, and administration costs	\$ 65.00		
EXCEPTIONS TO SPECIFICATIONS				



If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.		
Section	Item/Material/Equipment Bid	Reason

Total Cost for Scenario in Section III, F. Management Plan:

\$ 0.00

Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.

Generators from 10 KW to 300 KW




10kw Generator	Per Hour	\$ 25.00
15kw Generator	Per Hour	\$ 30.00
20kw Generator	Per Hour	\$ 35.00
56kw Generator	Per Hour	\$ 75.00
100kw Generator	Per Hour	\$ 150.00
175kw Generator	Per Hour	\$ 300.00
240kw Generator	Per Hour	\$ 395.00
300 kw Generator	Per Hour	\$ 450.00



Tab D: Forms

RFP 22-024 Debris Management Services

Please see the following required forms attached:

-  Public Information Act
-  Conflict of Interest Questionnaire
-  FEMA Federally Required Contract Clause

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?

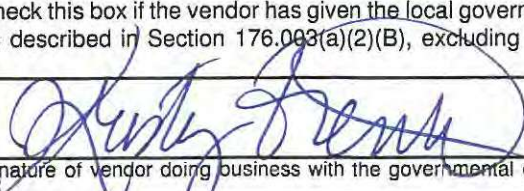
☐ Yes☐ No

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 
Signature of vendor doing business with the governmental entity

6/28/22
Date

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.



Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of League City are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state (Please check one):

- ☒ The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.
- ☐ The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: _____
and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: DRC Emergency Services, LLC
 Signature:  Date: 6/28/22
 Print Name: Kristy Fuentes Print Title: Vice President/Secretary/Treasurer



THE FOLLOWING FEDERALLY REQUIRED CONTRACT CLAUSES, OR SIMILAR CLAUSES, WILL BE REQUIRED FOR ALL CONTRACTS RESULTING FROM THIS SOLICITATION.

Please sign the last page to acknowledge these clauses and include in the forms section of your response.

1. Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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.
- f) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such



direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis Bacon Act and Copeland Anti-Kickback Act.

- a) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Compliance with the Copeland "Anti-Kickback" Act.

- a) Contractor. The 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.
- b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. Contract Work Hours and Safety Standards Act.

Compliance with the Contract Work Hours and Safety Standards Act.

- a) 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.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including



watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$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 (1) of this section .

- c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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.
- d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

4. Clean Air Act and the Federal Water Pollution Control Act

Clean Air Act

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency,



and the appropriate Environmental Protection Agency Regional Office.

- c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Debarment and Suspension.

- a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) 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.
- c) This certification is a material representation of fact relied upon by (insert name of subrecipient). 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 (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



6. Byrd Anti-Lobbying Amendment.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To

be submitted with each bid or offer exceeding \$100,000) The undersigned

[Contractor] certifies, to the best of his or her knowledge, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when



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

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

Signature of Contractor's Authorized Official

Kristy Fuentes, Vice President/Secretary/Treasurer

Name and Title of Contractor's Authorized Official

6/28/22

Date



7. Procurement of Recovered Materials.

- a) 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—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. Additional FEMA Requirements.

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

9. DHS Seal, Logo, and Flags.

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

10. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. No Obligation by Federal Government.

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



12. Program Fraud and False or Fraudulent Statements or Related Acts.

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

Kristy Fuentes

(PRINT NAME OF SIGNATORY)


(SIGNATURE)

6/28/22
(DATE)



CITY OF LEAGUE CITY, TEXAS

ADDENDUM NO. ONE (1)

June 24, 2022

Proposals for: **RFP 22-024 Debris Management Services**

The following clarifications, amendments, deletions, additions, revision and/or modifications are made a part of the contract documents and change the original documents only in the manner and to the extent hereinafter stated and shall be incorporated in the contract documents.

Provisions of this addendum shall take precedence over requirements of the original contract documents and all **PROPOSERS ARE REQUESTED TO ACKNOWLEDGE SAID PROVISIONS IN THEIR SUBMISSION.**

Addendum as follows:

Below are questions that were received, and the answers to these questions are in blue.

1. Could you tell us which Contractor currently holds or most recently held a contract with the City for disaster debris management services? **Crowder Gulf**
2. Could you please provide the current or most recent contract pricing for these services? **Must submit a PIR**
3. Are you able to provide the names and titles of the evaluation committee members? **No**
4. How will the intent to award be communicated to proposers? **Via Email**
5. Does the City currently have a contract with a third-party Monitoring firm? If the answer is yes, could you provide the name of the firm(s)? **Tetra Tech**
6. Will final disposal tipping fees be paid directly to North County Landfill by the City, or will the Contractor be responsible for paying the fees and invoicing the City at cost? **Please see RFP Section III B – Work Description Debris Removal**
7. Has the City identified any location(s) for TDSRS? If the answer is yes, could you please provide the address(es) of the locations? **Please see RFP Section III B and E**
8. On page 12 of 17, there is a section titled “Total Cost for Scenario in Section III F Management Plan”; are we to add all pricing from all of the various sections on the pricing schedule and use that amount as our Total Cost? If the answer is yes, which pricing category are we to use in the Equipment/Labor Description section of the pricing schedule, Hourly, Weekly, or Hourly OT, when we add all of our pricing up to a Total Cost? **Please see the RFP Section III F for more details.**
9. Will the Total Cost of all pricing items be the only means utilized for pricing comparison between proposers? **Please see RFP Section V, B Proposal Evaluation Process, 2.**
10. It is understood that the City has the right to make multiple awards; if that occurs, will the contractors awarded be ranked, e.g., Primary, Secondary, etc.? **Primary, Secondary**
11. Will quantities be assigned to all of the pricing items during evaluation, and if so, can you share the quantities? **No**
12. What was the last event that impacted the City, causing the activation of the disaster debris management contractor? How many cubic yards of debris were collected due to the contract activation? **Hurricane Harvey, approximately 175,000**
13. Please confirm if the scope of work for white good removal includes the removal and disposal of any putrescent food from refrigerators or freezers **Yes**
14. Does the City own any self-loading grapple trucks? If the answer is yes, how many? **Yes, 1**
15. Will this contract be used to perform services on any state-maintained roads within the City instead of TX DOT performing services? **No**
16. Please confirm if the Proposal Cover Sheet form is to be the first page of our proposal.
 - a. Can it follow our own cover page? **Yes**

End of Addendum

If you have any questions, please contact Purchasing Department at purchasing@leaguecitytx.gov.

NOTE: ADDENDA MUST BE ACKNOWLEDGED ON THE PROPOSAL COVER SHEET.

DocuSigned by:

Elizabeth Lopresti

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Elizabeth Lopresti

Purchasing Manager

DRC is in receipt of Addendum 1.

Kristy Fuetnes, Vice President/Secretary/Treasurer



Proposal Cost Sheet

DUE DATE: Wednesday, June 29, 2022, by 10:00 a.m.

Emergency Road Clearance			
Item #	Description	Cost	Unit
A	Dump Truck, 16-20 CY capacity, with Operator	\$95.00	HOUR
B	Rubber Tired Front-end Loader, 3-5 CY capacity, with Operator	\$195.00	HOUR
C	Two (2) Person Laborer Crew with Chainsaws, 16" min bar, traffic flags, and misc. small tools (axes, shovels, safety equip.)	\$110.00	HOUR
D	Crew Foreman with Pickup Truck, ½-1 Ton, & cellular phone	\$65.00	HOUR
E	Track Hoe Excavator, 2-3 CY bucket with operator	\$195.00	HOUR
F	Low Bed Equipment Trailer, 35 Ton capacity, and Tractor Truck with operator	\$115.00	HOUR
Debris Removal Processing and Disposal			
Item #	Description	Cost	Unit
1	Mobilization and Demobilization (Lump Sum)	\$0.00	LUMP SUM
2	Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites	\$7.62	CY
3	Vegetative Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites	\$9.86	CY



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4	Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site	\$7.98	CY
5	Vegetative Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site	\$3.68	CY
6	C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites	\$7.98	CY
7	C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites	\$9.98	CY
8	C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site	\$9.98	CY
9	C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site	\$3.98	CY
10	Management of TDSRS	\$1.42	CY
11	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal	\$3.24	CY
12	Grinding or consolidation of C&D debris at TDSRS	\$3.24	CY
13	Processing (Open Burning) of Vegetative Debris at TDSRS or Final Disposal	\$1.22	CY
14	Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal	\$1.82	CY
15	Pick Up and Haul of White Goods to Site within City	\$40.00	UNIT
16	Pick Up and Disposal of Hazardous Material	\$9.95	LB




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17	Pick Up and Disposal of Household Hazardous Waste	\$9.95	LB
18	Pick Up and Disposal of Electronic Waste	\$15.00	LB
19	Freon Management and Recycling	\$25.00	UNIT
20	Dead Animal Collection, Transportation and Disposal	\$4.95	LB
21	Abandoned Vehicle Removal	\$150.00	VEHICLE
22	Recreational Vehicle	\$25.00	PER LF
23	Disposal of asbestos containing material	\$28.60	CY
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site			
24	6-inch diameter to 11.99-inch diameter	\$18.86	See conversion chart
25	12-inch diameter to 23.99-inch diameter	\$18.86	See conversion chart
26	24-inch diameter to 47.99-inch diameter	\$28.86	See conversion chart
27	48-inch diameter and greater	\$28.86	See conversion chart
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed			
28	Removal of hazardous hanging limbs greater than 2 inches	\$65.00	EACH
29	Removal of hazardous standing trees 6" – 12" in diameter	\$45.00	EACH



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30	Removal of hazardous standing trees 13" – 24" in diameter	\$110.00	EACH
31	Removal of hazardous standing trees 25" – 36" in diameter	\$195.00	EACH
32	Removal of hazardous standing trees 37" – 48" in diameter	\$250.00	EACH
33	Removal of hazardous standing trees greater than 48" in diameter	\$295.00	PER TREE
Marine, Lake, or Inland Water Debris Removal			
34	Canals, bayous, and ditches	\$22.50	PER LF
35	Bays and other open waters	\$12,000.00	PER ACRE
36	Boat removal	\$30.00	PER LF
The following items shall be billed on a time and material basis according to the attached schedules			
37	Emergency Road Clearance	SEE EQUIPMENT & LABOR RATES	
38	Demolition of Structures (Debris will be hauled and disposed of under items 6-9)	\$5.95	SQ/FT
39	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement	\$19.95/pound	N/A 
40	Generators, light plants, water pumps, portable toilets, and other required equipment or materials	22%	COST PLUS
EQUIPMENT RATES			
Equipment Description	Applicable Unit if not Able to Provide Equipment Described	Cost	Unit



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JD 544 Wheel Loader with debris grapple		\$195.00	HOUR
JD 644 Wheel Loader with debris grapple		\$195.00	HOUR
Extendaboom Forklift with debris grapple		\$145.00	HOUR
753 Bobcat Skid Steer Loader with debris grapple		\$115.00	HOUR
753 Bobcat Skid Steer Loader with bucket		\$115.00	HOUR
753 Bobcat Skid Steer Loader with street Sweeper		\$125.00	HOUR
30-50 HP Farm Tractor with box blade or rake		\$95.00	HOUR
2-2 ½ Cu.Yd. Articulated Loader with bucket		\$225.00	HOUR
3-4 Cu.Yd. Articulated Loader with bucket		\$235.00	HOUR
JD 648E Log Skidder or equivalent		\$195.00	HOUR
CAT D4 Dozer		\$150.00	HOUR
CAT D6 Dozer		\$160.00	HOUR



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CAT D8 Dozer		\$225.00	HOUR
CAT 125 – 140 HP Motor Grader		\$195.00	HOUR
JD 690 Trackhoe with debris grapple		\$195.00	HOUR
JD 690 Trackhoe with bucket & thumb		\$195.00	HOUR
Rubber Tired Trackhoe with debris grapple		\$195.00	HOUR
JD 310 Rubber Tired Backhoe with bucket and hoe		\$195.00	HOUR
Rubber Tired Excavator with debris grapple		\$195.00	HOUR
210 Prentiss Knuckleboom with debris grapple		\$175.00	HOUR
Self-Loader Scraper Cat 623 or equivalent		\$225.00	HOUR
Hand Fed Debris Chipper		\$75.00	HOUR
300 – 400 Tub Grinder		\$395.00	HOUR
800 – 1,000 HP Diamond Z Tub Grinder		\$495.00	HOUR
30 Ton Crane		\$250.00	HOUR



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50 Ton Crane		\$300.00	HOUR
100 Ton Crane (8 hour minimum)		\$650.00	HOUR
40-60' Bucket Truck		\$195.00	HOUR
Service Truck		\$95.00	HOUR
Water Truck		\$125.00	HOUR
Portable Light Plant		\$45.00	HOUR
Equipment Transports		\$95.00	HOUR
Pickup Truck, Unmanned		\$25.00	HOUR
Self-loading Dump Truck with Knuckleboom and debris grapple		\$195.00	HOUR
Single Axle Dump Truck, 5 – 12 Cu.Yd.		\$75.00	HOUR
Tandem Dump Truck, 16 - 20 Cu.Yd.		\$95.00	HOUR
Trailer Dump, 24 – 40 Cu.Yd.		\$115.00	HOUR
Trailer Dump Truck, 61 – 80 Cu.Yd.		\$125.00	HOUR



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Power Screen		\$195.00	HOUR
Stacking Conveyor		\$195.00	HOUR
Off Road Trucks		\$150.00	HOUR
LABOR AND MATERIAL RATES			
Labor Description		Cost	Unit
Operations Manager		\$65.00	HOUR
Superintendent with truck, phone & radio		\$65.00	HOUR
Foreman with truck, phone & radio		\$65.00	HOUR
Safety/Quality Control Inspector with vehicle, phone & radio		\$85.00	HOUR
Inspector with vehicle, phone & radio		\$65.00	HOUR
Climber with gear		\$95.00	HOUR
Saw Hand with chainsaw		\$55.00	HOUR
Laborers & Flagmen		\$45.00	HOUR
Public Assistance Manager		\$35.00	HOUR



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Documentation Clerk	\$35.00	HOUR
Timekeeper	\$35.00	HOUR
HazMat Professional	\$125.00	HOUR
Household HazMat Inspection & Removal Crew	\$350.00	HOUR
Generators from 10 KW to 300 KW	See Attached	HOUR
Material Description	Cost	Unit
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	\$1.00	CY

ITEM #	EQUIPMENT/LABOR DESCRIPTION	HOURLY	WEEKLY	HOU RLY OT
A.1	210 Prentice Loader	\$ 175.00	\$ 9,800.00	\$ 220.00
A.2	Self-Loading Prentice Truck 25 to yard dump body	\$ 175.00	\$ 9,800.00	\$ 220.00
A.3	Wheel Loader 2 ½ to 3-yard bucket	\$ 195.00	\$ 10,920.00	\$ 240.00
A.4	Wheel Loader 3-to-5-yard bucket	\$ 215.00	\$12,040.00	\$ 260.00
A.5	Tandem Dump Truck 16 to 20 yards	\$ 75.00	\$ 4,200.00	\$ 120.00
A.6	Mini Loader/Bobcat	\$ 115.00	\$ 6,440.00	\$ 160.00
A.7	Dozer/Cat D6 or equivalent	\$ 170.00	\$ 9,5200.00	\$ 215.00
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	\$ 195.00	\$10,920.00	\$ 240.00
A.10	Chainsaw with operator	\$ 55.00	\$3,080.00	\$ 82.50



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A.11	Laborers	\$ 45.00	\$ 2,520.00	\$ 67.50
A.12	Four men crew with transportation	\$245.00	\$ 13,720.00	\$ 367.50
A.13	Three men crew with transportation	\$ 195.00	\$ 10,920.00	\$ 292.50
A.14	Two men crew with transportation	\$ 150.00	\$ 8,400.00	\$ 225.00
A.15	Supervisor with transportation	\$ 65.00	\$ 3,640.00	\$ 97.50
A.16	Safety Manager with transportation	\$75.00	\$ 4,200.00	\$ 112.50
A.17	Flagger for traffic control	\$ 40.00	\$ 2,240.00	\$ 60.00
A.20	Trash Transfer Trailers – 100 yards with Tractor	\$ 175.00	\$ 9,800.00	\$ 220.00
A.21	Trash Transfer Trailer <u>50</u> yard with Tractor	\$125.00	\$ 7,000.00	\$ 170.00
A.22	Trash Transfer Trailer <u>40</u> yard with Tractor	\$ 11.00	\$6,440.00	\$ 160.00
A.23	Equipment Transports	\$ 65.00	\$ 3,640.00	\$ 85.00
A.24	Other Equipment:	\$	\$	\$
A.25	Other Equipment:	\$	\$	\$
A.26	Other Equipment:	\$	\$	\$
A.27	Other Equipment:	\$	\$	\$
A.28	Other Labor:	\$	\$	\$
A.29	Other Labor:	\$	\$	\$
A.30	Other Labor:	\$	\$	\$
A.31	Other Labor:	\$	\$	\$
A.32	Other Labor:	\$	\$	\$
A.33	Labor - Fueling of ancillary equipment and re-filling of water trucks– Hourly rate shall include labor, transportation, and administration costs	\$ 65.00		
EXCEPTIONS TO SPECIFICATIONS				



If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.		
Section	Item/Material/Equipment Bid	Reason

Total Cost for Scenario in Section III, F. Management Plan:

\$ 5,849,475.00

Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.

PRICING NOTE

The total cost for scenario in Section III. F. Management Plan is based on the following line items to include the loading and hauling of debris from the Right of Way to the TDSRS. The site management, reduction and haul out to final disposal are all included in this estimate.

Line item 2 – vegetative load and hauling of debris from Right of Way to TDSRS

Line item 6 – C&D load and hauling of debris from Right of Way to TDSRS

Line item 10 – Management of TDSRS

Line item 11 – Processing through grinding or chipping of vegetative debris

Line Item 12 – Grinding or consolidation of C&D debris at TDSRS

Line item 5 – hauling reduced vegetative debris from TDSRS to Final Disposal

Line item 9 – hauling reduced C&D debris from TDSRS to Final Disposal

Line item 15 – white goods per unit

Line item 16 - hazardous Materials by the lb.