

RESOLUTION NO. 2011 – 088

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH BERGERON EMERGENCY SERVICES, AS THE PRIMARY VENDOR, GRUBBS EMERGENCY SERVICES, LLC AS SECONDARY VENDOR, AND ASH BRITT, INC. AS TERTIARY VENDOR TO PROVIDE DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to secure a primary provider and back-up providers, for debris removal and disaster response/recovery services for disaster generated debris within the Town's jurisdiction; and

WHEREAS, the availability of experienced emergency debris removal contractors may be severely limited, if the Town awaits the occurrence of an actual emergency to secure such services; and

WHEREAS, the Town of Southwest Ranches recently issued a procurement to secure a qualified vendor to provide emergency debris removal and disaster response/recovery services; and

WHEREAS, the Town advertised a Request For Proposals ("RFP") on March 18, 2011 for debris removal and disaster response/recovery services; and

WHEREAS, bids were received by the Town on April 20, 2011 at 11:00 A.M.; and

WHEREAS, there were fourteen (14) competitive bids received for the services requested; and

WHEREAS, Bergeron Emergency Services, was selected as the Primary Vendor, Grubbs Emergency Services, LLC as Secondary, and Ash Britt, Inc. as the Tertiary by the Town's Selection and Negotiation Committee; and

WHEREAS, the Town of Southwest Ranches desires to enter into Agreements for the provision of debris removal and disaster response/recovery services, under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. Recitals. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. Approval. The Town Council hereby approves the Agreement between the Town of Southwest Ranches and Bergeron Emergency Services as the Primary Vendor providing debris removal and disaster response/recovery services per the Schedule of Fees submitted with their Proposal for debris removal and disaster response/recovery services, in substantially the same form as that attached hereto as Exhibit "A". The Town Council hereby further approves the Agreements with the Secondary Provider, Grubbs Emergency Services, LLC, and Tertiary Provider, Ash Britt, Inc., in the forms attached hereto as Exhibits "B", and Exhibit "C", respectively.

Section 3. Authorization. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A", Exhibit "B", and Exhibit "C", and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

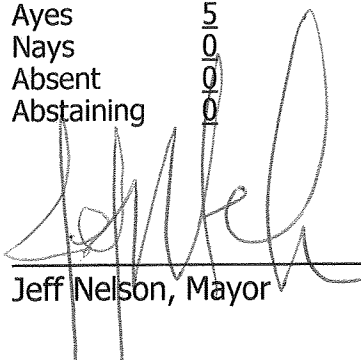
Section 4. Effective Date. That this Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]


PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 25th day of August, 2011 on a motion by Council Member Breitkreuz and seconded by Council Member Jablonski.

Nelson YES
Fisikelli YES
Breitkreuz YES
Jablonski YES
McKay YES

Ayes 5
Nays 0
Absent 0
Abstaining 0



Jeff Nelson, Mayor

Attest:

Erika Gonzalez-Santamaria, CMC, Town Clerk

Approved as to Form and Correctness:



Keith M. Poliakoff, Town Attorney
ACTIVE: 3460281_1

AGREEMENT BETWEEN TOWN OF SOUTHWEST RANCHES

AND

BERGERON EMERGENCY SERVICES, INC.

FOR DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES

THIS AGREEMENT, is made and entered into this 12th day of September, 2011 by and between the Town of Southwest Ranches, a municipal corporation, with principle offices located at 6589 SW 160th Avenue, Southwest Ranches, FL 33331 (the "TOWN") and Bergeron Emergency Services, Inc., with principle offices located at 19612 SW 69th Place, Fort Lauderdale, FL 33332 (the "CONTRACTOR") for Primary Debris Removal and Disaster Response/Recovery Services pursuant to RFP 11-004.

**ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS**

- 1.1 Agreement – means this document, Articles 1 through 12, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Council – The TOWN Council.
- 1.3 Contract Administrator – The Town Administrator, or the designee of such Town Administrator. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CONTRACTOR and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 Town Attorney – The chief legal counsel for the TOWN.
- 1.5 Project – The Project consists of the services described in Article 2.
- 1.6 Task Authorization – An enhanced description of a specific task.

**ARTICLE 2
SCOPE OF SERVICES**

- 2.1 It is the intent of this Agreement for CONTRACTOR to remove as quickly as possible all disaster generated debris from public property and public rights-of-way in order to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services. Clean up, demolition and removal will be limited to: (1) that which is determined to eliminate immediate threats to life, public health, and safety; (2) that which has been determined to eliminate immediate threats of significant damage to improved public property (or private property

when specifically authorized by TOWN), and; (3) that which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large. The Services shall consist of clean up, demolition, removal, reduction, and disposal of debris from TOWN streets, roads, and rights-of-ways, public property and facilities and any other facility or site as directed by the designated representative of the TOWN.

CONTRACTOR shall perform all work indentified in this Agreement, and Exhibit "A" (RFP No. 11-004 – Debris Removal and Disaster Response/Recovery Services and Exhibit "B" (Bergeron Emergency Services, Inc. Debris Removal and Disaster Response/Recovery Services Proposal dated [REDACTED]), both attached hereto and made a part hereof. The parties agree that the scope of services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary consideration and prerequisites, and all labor, materials, equipment and tasks which are such an inseparatable part of the work described that exclusion would render performance of by CONTRACTOR impractical, illogical or unconscionable.

Prior to the commencement of the services, CONTRACTOR shall receive a Task Authorization from the Contract Administrator. Said Task Authorization shall include, but not be limited to the scope of work to be completed, a reasonable limit on the time for the work to be completed and a not to exceed dollar amount, and shall be approved and executed by the CONTRACT Administrator and the CONTRACTOR.

- 2.2 CONTRACTOR acknowledges and agrees that prior to commencement of any debris removal pursuant to this Agreement, attached Exhibits, attached hereto and made a part hereof, CONTRACTOR shall have all trucks and trailers, including those of subcontractors, to complete a TOWN safety inspection at a location designated by TOWN. The purpose of the inspection is to measure and certify for maximum load capacity, in addition to a general safety inspection of the vehicles. Any vehicles that do not pass the inspection cannot be used for the work required under this Agreement; however, nothing shall preclude the CONTRACTOR from having more than one inspection done on any given vehicle.
- 2.3 The parties acknowledge and agree that the TOWN will seek recovery of reimbursable expenses from the Federal Emergency Management Agency (FEMA) or other appropriate agencies, if applicable, and therefore the CONTRACTOR shall perform all services in accordance with FEMA guidelines.
- 2.4 The parties acknowledge that the TOWN from time to time may require assistance from CONTRACTOR in keeping debris generated by the increasing wind speeds, typically found in the outer bands of the hurricane, cleared from roadways prior to the forecast landfall of the eye-walls of a hurricane in and around the area. The TOWN may also desire to have the CONTRACTOR pre-stage equipment and personnel within the geographic boundaries of TOWN prior to landfall for their ready availability to begin emergency clearance of debris form roadways after the passage of the storm event and wind speeds fall below gale force or 40 MPH. Should the TOWN exercise an option for pre-staging, TOWN and CONTRACTOR shall undertake the required responsibilities pursuant to Exhibits "A" and "B", attached hereto and incorporated herein. The payment for Pre-Event Staging and Work shall be as designated in Exhibit "B", attached hereto and incorporated herein.
- 2.5 Ownership and Disposal of Debris: CONTRACTOR shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be

facilitated only be sweeping and raking. CONTRACTOR acknowledges that it may be necessary to sweep and rake, as needed, after the collection of debris. All debris handled by CONTRACTOR shall become the property of CONTRACTOR upon collection. CONTRACTOR shall be responsible for the lawful disposal of all debris handled or transported. CONTRACTOR shall not use any disposal site not designated by the TOWN without written consent. Nothing shall preclude CONTRACTOR from recommending a disposal and reduction site to TOWN; however, prior to using any disposal and reduction site, CONTRACTOR shall obtain written consent from TOWN.

- 2.6 It is the intent of this Agreement for CONTRACTOR to provide disaster recovery technical assistance to TOWN, as required. This service shall include Program Management Assistance.
- 2.7 CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Task Authorization.
- 2.8 Permits and licenses necessary for the prosecution of the Services shall be secured and paid for by CONTRACTOR, at no cost to TOWN.
- 2.9 CONTRACTOR shall supervise and direct all Services. CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedures; however, CONTRACTOR shall not burn any materials without written consent of TOWN. If burning of materials is done, CONTRACTOR must first obtain applicable permits. CONTRACTOR will employ and maintain on the work site a trained and qualified supervisor(s), experienced in debris removal coordination with at least one year of experience, who shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor(s) by TOWN'S Authorized Representative shall be as binding as if given to CONTRACTOR. In addition, the TOWN and CONTRACTOR shall agree upon the number of supervisors to be assigned to designated worksites and functions.

The name(s) of the supervisor(s) will be supplied to the TOWN for each issuance of a Task Authorization through an attachment to this Agreement in the form of a Memorandum for the Record.

- 2.10 CONTRACTOR shall make multiple scheduled passes of each site, location or area impacted by the Event. The number and schedule of passes shall be determined through TOWN-CONTRACTOR consultation. It is TOWN'S intent that the CONTRACTOR shall make simultaneous passes as directed by TOWN and as many passes as TOWN may direct to complete the removal and lawful disposal of all natural disaster generated debris.
- 2.11 Work specified herein shall be measured by TOWN, according to U.S. Standard Measure and information provided by CONTRACTOR. The method of measurement and computation to be used to determine quantities of debris managed will be those generally recognized as conforming to good engineering practice. The principle method of measurement will be debris volume in cubic yards. Material measured in vehicles will be allowed at the full measured volume of the vehicle unless the inspector determines that a lesser volume has been loaded.
- 2.12 CONTRACTOR acknowledges and agrees that pursuant this Agreement, that CONTRACTOR is responsible for the protection of both public and private property. TOWN shall document property damage after notification from the property owner, or his/her agent, shall inspect and verify the

damage and submit a verified claim to CONTRACTOR. CONTRACTOR shall use its best efforts to contact the property owner within twenty-four (24) hours of receipt of the verified claim. CONTRACTOR and TOWN shall agree that CONTRACTOR shall complete the resolution of the claim within fourteen (14) calendar days of receipt of the verified claim, unless CONTRACTOR and Contract Administrator agree to an extension of time, which extension must be verified in writing. CONTRACTOR shall provide a weekly written update of the progress on resolving all verified claims. Said update shall be submitted to the Contract Administrator.

- 2.13 CONTRACTOR may be requested to provide services related to demolition of structures. However, CONTRACTOR shall not demolish any structures without written authorization from the Town Administrator.
- 2.14 CONTRACTOR shall ensure that all persons employed by CONTRACTOR or any sub-contractor shall have proper identification as agreed to between TOWN and CONTRACTOR. However, any and all persons on the job must have proper identification prior to commencing work in TOWN.
- 2.15 CONTRACTOR acknowledges and agrees that the Contract Administrator may make changes that would increase, decrease, or otherwise modify the Scope of Services.
- 2.16 As stated previously, all work will be described by a Task Authorization form that will be signed by the Contract Administrator and shall describe the extent and limits of each task. No work shall be compensated that is not in accordance with and approved work authorization. The prescribed Task Authorization is attached as Exhibit "C", attached hereto and incorporated herein.
- 2.17 Any change to the Scope of Services must be accomplished by a written amendment, executed by both parties.

ARTICLE 3 TERM AND TIME PERFORMANCE

- 3.1. The term of this Agreement shall be for an initial period of five (5) years beginning on the date this Agreement is fully executed by both parties; however, this Agreement may be extended upon mutual agreement of the TOWN and the CONTRACTOR.
- 3.2 CONTRACTOR acknowledges and agrees to mobilize equipment and personnel to be within the TOWN to commence operations within four (4) hours after the issuance of the Task Authorization following the all-clear declaration in order to begin the push operation.
- 3.3 All duties, obligations, and responsibilities of CONTRACTOR required by this Agreement shall be completed no later than the deadlines established by the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.
- 3.4 CONTRACTOR shall not be employed or affiliated, in any way, with the debris monitoring contractor.
- 3.5 The pricing negotiated with CONTRACTOR shall remain firm during the term of this Agreement.

ARTICLE 4 COMPENSATION

- 4.1 The parties acknowledge that current FEMA guidelines require that all payments be based on time and material costs for work performed during the first 70 hours of actual work following a disaster event. Payment will only be made for debris that FEMA determines eligible, and only for work Contract Administrator and CONTRACTOR include in the Task Authorization, which shall include sufficient information on the scope of work necessary and the cost to complete the debris collection and disposal process. In the event CONTRACTOR's rates exceed FEMA rates, FEMA rates shall apply.
- 4.2 It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon the TOWN's obligation to compensate CONTRACTOR for its services related to this Agreement. The maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 4.3 CONTRACTOR expressly agrees that it will not be compensated for disposing of any material not defined as eligible debris. The term "eligible debris" shall have that meaning as given under 44 CFR 206.224 and as further defined in the FEMA Debris Management Assistance Policy Guidebook in effect at the time the services are delivered. CONTRACTOR and TOWN will inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility. No payment will be allowed for that load, and CONTRACTOR will not invoice TOWN for such loads. For each suitable load picked up, hauled, and processed, a record of the cubic yards shall be recorded by CONTRACTOR and numbered tickets shall be supplied to the TOWN by CONTRACTOR. Copies of each load record will be available to CONTRACTOR and TOWN'S designee on site.
- 4.4 Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. TOWN may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be returned to CONTRACTOR within five (5) working days of invoice date for additional clarification prior to payment of those tickets.
- 4.5 CONTRACTOR shall electronically submit a detailed summary spreadsheet and an invoice that includes, but is not limited to, the identification of each load, ticket number, date of service, location of pick-up and destination. The electronic summary shall be sent in the following format: PDF. This electronic summary shall be submitted to the Town Administrator and the TOWN's contracted monitoring firm as directed by the Contract Administrator.
- 4.6 CONTRACTOR shall submit invoices to TOWN on a regular basis and for no more than 30-day periods. The parties acknowledge that time is of the essence in the submission of the required invoices so that the TOWN's monitoring firm may verify the invoices and submit the required documentation to FEMA. Each invoice shall contain a detailed description of services, fees and itemized load tickets and shall be in the format provided by the TOWN.

The parties acknowledge that TOWN shall retain ten percent (10%) of each invoiced Task Authorization until the completion of the Task Authorization required under this Agreement. By way of example, if one invoice contains three Task Authorizations, the Town shall retain ten percent (10%) of each invoiced Task Authorization.

Invoices shall be submitted in duplicate with one copy to the TOWN's designated monitor for debris recovery services and an electronic copy on CD to the TOWN Administrator.

- 4.7 The TOWN shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.
- 4.8 Other than the fees set forth herein, the CONTRACTOR shall not be entitled to payment for expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

**ARTICLE 5
TOWN OBLIGATIONS**

- 5.1 TOWN shall furnish all information and documents necessary for the commencement of work, to include valid written Notices to Proceed. A representative will be designated by the TOWN to be the primary contact person for inspecting the work and answering any on-site questions prior to and after activation of this Agreement via a Task Authorization. TOWN, as required by Federal law and policy governing those specific operations, will provide inspectors for the monitoring of debris operations.
- 5.2 TOWN shall pre-designate necessary Temporary Debris Storage and Reduction Sites (TDSRS) either within the TOWN, or as designated by Broward County, for the sole purpose of the temporary storage and reduction of clean woody debris and construction and demolition materials. No other debris management operations will be allowed on these sites. CONTRACTOR shall operate the TDSRS and only CONTRACTOR vehicles and others specifically authorized by the TOWN will be allowed to use these sites. CONTRACTOR shall have a General Operation Plan that describes the operations CONTRACTOR expects to carry out at each site, i.e., materials handling, reduction, storage, recycling operations, equipment maintenance, etc. CONTRACTOR shall include provisions for air curtain burning at each site and also provisions for rodent control, noise abatement etc. TOWN and Broward County must approve any facilities used for air curtain burning.
- 5.3 TOWN may also establish homeowner drop-off sites for debris. CONTRACTOR shall be responsible for removing all debris from those sites.

**ARTICLE 6
FEMA REIMBURSEMENTS**

- 6.1 CONTRACTOR shall assist the TOWN in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHA) or designated local agencies, relating to costs arising out of debris management. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any

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- 2.15 CONTRACTOR acknowledges and agrees that the Contract Administrator may make changes that would increase, decrease, or otherwise modify the Scope of Services.
- 2.16 As stated previously, all work will be described by a Task Authorization form that will be signed by the Contract Administrator and shall describe the extent and limits of each task. No work shall be compensated that is not in accordance with and approved work authorization. The prescribed Task Authorization is attached as Exhibit "C", attached hereto and incorporated herein.
- 2.17 Any change to the Scope of Services must be accomplished by a written amendment, executed by both parties.

ARTICLE 3 TERM AND TIME PERFORMANCE

- 3.1. The term of this Agreement shall be for an initial period of five (5) years beginning on the date this Agreement is fully executed by both parties; however, this Agreement may be extended upon mutual agreement of the TOWN and the CONTRACTOR.
- 3.2 CONTRACTOR acknowledges and agrees to mobilize equipment and personnel to be within the TOWN to commence operations within four (4) hours after the issuance of the Task Authorization following the all-clear declaration in order to begin the push operation.
- 3.3 All duties, obligations, and responsibilities of CONTRACTOR required by this Agreement shall be completed no later than the deadlines established by the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.
- 3.4 CONTRACTOR shall not be employed or affiliated, in any way, with the debris monitoring contractor.
- 3.5 The pricing negotiated with CONTRACTOR shall remain firm during the term of this Agreement.

ARTICLE 4 COMPENSATION

- 4.1 The parties acknowledge that current FEMA guidelines require that all payments be based on time and material costs for work performed during the first 70 hours of actual work following a disaster event. Payment will only be made for debris that FEMA determines eligible, and only for work Contract Administrator and CONTRACTOR include in the Task Authorization, which shall include sufficient information on the scope of work necessary and the cost to complete the debris collection and disposal process. In the event CONTRACTOR's rates exceed FEMA rates, FEMA rates shall apply.
- 4.2 It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon the TOWN's obligation to compensate CONTRACTOR for its services related to this Agreement. The maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 4.3 CONTRACTOR expressly agrees that it will not be compensated for disposing of any material not defined as eligible debris. The term "eligible debris" shall have that meaning as given under 44 CFR 206.224 and as further defined in the FEMA Debris Management Assistance Policy Guidebook in effect at the time the services are delivered. CONTRACTOR and TOWN will inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility. No payment will be allowed for that load, and CONTRACTOR will not invoice TOWN for such loads. For each suitable load picked up, hauled, and processed, a record of the cubic yards shall be recorded by CONTRACTOR and numbered tickets shall be supplied to the TOWN by CONTRACTOR. Copies of each load record will be available to CONTRACTOR and TOWN'S designee on site.
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- 4.5 CONTRACTOR shall electronically submit a detailed summary spreadsheet and an invoice that includes, but is not limited to, the identification of each load, ticket number, date of service, location of pick-up and destination. The electronic summary shall be sent in the following format: PDF. This electronic summary shall be submitted to the Town Administrator and the TOWN's contracted monitoring firm as directed by the Contract Administrator.
- 4.6 CONTRACTOR shall submit invoices to TOWN on a regular basis and for no more than 30-day periods. The parties acknowledge that time is of the essence in the submission of the required invoices so that the TOWN's monitoring firm may verify the invoices and submit the required documentation to FEMA. Each invoice shall contain a detailed description of services, fees and itemized load tickets and shall be in the format provided by the TOWN.

The parties acknowledge that TOWN shall retain ten percent (10%) of each invoiced Task Authorization until the completion of the Task Authorization required under this Agreement. By way of example, if one invoice contains three Task Authorizations, the Town shall retain ten percent (10%) of each invoiced Task Authorization.

Invoices shall be submitted in duplicate with one copy to the TOWN's designated monitor for debris recovery services and an electronic copy on CD to the TOWN Administrator.

- 4.7 The TOWN shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.
- 4.8 Other than the fees set forth herein, the CONTRACTOR shall not be entitled to payment for expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

ARTICLE 5 TOWN OBLIGATIONS

- 5.1 TOWN shall furnish all information and documents necessary for the commencement of work, to include valid written Notices to Proceed. A representative will be designated by the TOWN to be the primary contact person for inspecting the work and answering any on-site questions prior to and after activation of this Agreement via a Task Authorization. TOWN, as required by Federal law and policy governing those specific operations, will provide inspectors for the monitoring of debris operations.
- 5.2 TOWN shall pre-designate necessary Temporary Debris Storage and Reduction Sites (TDSRS) either within the TOWN, or as designated by Broward County, for the sole purpose of the temporary storage and reduction of clean woody debris and construction and demolition materials. No other debris management operations will be allowed on these sites. CONTRACTOR shall operate the TDSRS and only CONTRACTOR vehicles and others specifically authorized by the TOWN will be allowed to use these sites. CONTRACTOR shall have a General Operation Plan that describes the operations CONTRACTOR expects to carry out at each site, i.e., materials handling, reduction, storage, recycling operations, equipment maintenance, etc. CONTRACTOR shall include provisions for air curtain burning at each site and also provisions for rodent control, noise abatement etc. TOWN and Broward County must approve any facilities used for air curtain burning.
- 5.3 TOWN may also establish homeowner drop-off sites for debris. CONTRACTOR shall be responsible for removing all debris from those sites.

ARTICLE 6 FEMA REIMBURSEMENTS

- 6.1 CONTRACTOR shall assist the TOWN in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHA) or designated local agencies, relating to costs arising out of debris management. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any

and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries. This service shall be provided, as required, at no additional cost to TOWN.

During the FEMA or FHA audit phases, CONTRACTOR shall make available all records related to the performance of the services under this Agreement.

ARTICLE 7 INSURANCE

7.1 Insurance Requirements

CONTRACTOR agrees that the TOWN, its Council Members, Officers, Agents and Employees will be listed as the certificate holder and included as an additional named insured by policy endorsement. Insurance companies selected, must be approved by the TOWN and be issued by a company duly authorized and licensed to do business in the State of Florida with a B+ to A++ minimum qualifications according to the latest edition of A.M. Best's Insurance Guide. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

Bert Wrains
Interim Town Administrator
Town of Southwest Ranches
6589 SW 160th Avenue
Southwest Ranches, FL 33331

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Throughout the term of this Contract, CONTRACTOR and/or all subcontractors or anyone directly or indirectly employed by either of them, shall maintain in force at their own expense, insurance as follows:

7.2 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and all applicable federal laws.

7.3 Comprehensive General Liability

Commercial General Liability insurance with limits not less than \$2,000,000.00 combined single limit, Bodily Injury and Property Damage Liability including coverage for premises and operations; independent contractors; products and completed operations' broad form property damage; broad form contractual coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement that will in the Contract; personal injury coverage with employment and contractual exclusions removed and deleted. The policy of insurance shall be written in an "occurrence" based format.

7.4 Comprehensive Automobile Liability Insurance

and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries. This service shall be provided, as required, at no additional cost to TOWN.

During the FEMA or FHA audit phases, CONTRACTOR shall make available all records related to the performance of the services under this Agreement.

ARTICLE 7 INSURANCE

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Throughout the term of this Contract, CONTRACTOR and/or all subcontractors or anyone directly or indirectly employed by either of them, shall maintain in force at their own expense, insurance as follows:

7.2 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and all applicable federal laws.

7.3 Comprehensive General Liability

Commercial General Liability insurance with limits not less than \$2,000,000.00 combined single limit, Bodily Injury and Property Damage Liability including coverage for premises and operations; independent contractors; products and completed operations' broad form property damage; broad form contractual coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement that will in the Contract; personal injury coverage with employment and contractual exclusions removed and deleted. The policy of insurance shall be written in an "occurrence" based format.

7.4 Comprehensive Automobile Liability Insurance

Comprehensive Automobile Liability Insurance is required for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of work in the amount of no less than \$2,000,000.00 combined single limit, for bodily injury and property damage liability, per occurrence.

7.5 Excess/Umbrella Liability Insurance

Excess/Umbrella Liability Insurance with a minimum of \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate.

7.6 Lapse

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until TOWN receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, TOWN may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

7.7 Indemnification

To the fullest extent permitted by the laws of the State of Florida, CONTRACTOR shall be required to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including attorney's fees and costs, arising out of or alleged to have arise out of or in consequence of the operations or services furnished by the CONTRACTOR or his sub-contractors, agents, officers, employees or independence contractors pursuant to this Agreement, specifically including, but not limited to those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or his bus-contractors, agents, servants or employees in the performance of the operations of services under this Agreement.

7.8 Performance & Payment Bond

CONTRACTOR acknowledges and agrees that pursuant this Agreement, that CONTRACTOR is responsible for obtaining all required adequate payment and performance bonds, as required by Federal and State law. CONTRACTOR shall provide TOWN with evidence of the required Bonds within five (5) days of the execution and value of the Task Authorization. If the value of the Task Authorization increases, CONTRACTOR agrees to increase the Bond amount, accordingly. In the event that CONTRACTOR fails to obtain a Bond that is acceptable to both the State and Federal government, and if the Town does not receive Federal or State reimbursements as a result of CONTRACTOR's Bond, CONTRACTOR shall provide the TOWN with such reimbursement.

**ARTICLE 8
TERMINATION**

8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within fourteen (14) calendar days after written notice from the aggrieved

party identifying the breach, or for convenience by the TOWN upon no less than thirty (30) days written notice. This Agreement may also be terminated by Contract Administrator upon such notice, as the Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health and safety. An erroneous termination for cause shall be considered a termination for convenience.

- 8.2 Termination of this Agreement for cause by TOWN shall include, but not be limited to, negligent, intentional or repeated submission for payment of false or incorrect bills or invoices, failure to continuously perform work in a manner calculated to meet or accomplishes the objectifies as set forth in this Agreement, or multiple breach of this Agreement which has a material adverse effect on the efficient administration of the Project notwithstanding whether any such breach was previously waived or cured. Repeated failure to supply the goods and services shall be cause-in-need for the TOWN to procure in the open market goods/services meeting or similar to those specified in the Agreement and obligate the CONTRACTOR to pay the TOWN any increase in costs occasioned thereby.
- 8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 8.4 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed to the date the Agreement is terminated; however, upon being notified of TOWN's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that ten (\$10.00) dollars of the compensation to be paid to TOWN, the receipt and adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for TOWN's right to terminate this Agreement by convenience.
- 8.5 In the event this Agreement is terminated, any compensation payable to TOWN shall be withheld until all documents are provided to TOWN pursuant to Section 12.1.

ARTICLE 9 SUBCONTRACTING

- 9.1 CONTRACTOR shall, to the extent practicable, give priority to utilizing resources in TOWN and surrounding areas, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.
- 9.2 Subcontractors
- A. CONTRACTOR shall not sub-contract more than 70% of the total work to be performed. CONTRACTOR shall be fully responsible to the TOWN for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it. CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts, which reflect the termination provisions that the TOWN may exercise over the CONTRACTOR under this Agreement.

- B. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and TOWN. CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by TOWN upon activation of the Agreement.
- C. CONTRACTOR shall not use a subcontractor or material supplier against whom the TOWN has a reasonable objection to, and shall to the extent practicable subcontract with local firms currently doing business within TOWN. All subcontractors will operate in strict accord with all local, state, and federal laws governing this type of work.
- D. The above notwithstanding, the TOWN reserves the right to reject the use of any specific subcontractor. CONTRACTOR shall provide a listing of the name(s) of the subcontractor to the Contract Administrator within two (2) business days of commencement of work by subcontractor(s). The CONTRACTOR acknowledges and agrees that the subcontractor shall be held to the same standards as the CONTRACTOR.

**ARTICLE 10
FEDERAL-AID REQUIREMENTS**

- 10.1 Contractor shall comply with the following basic federal-aid requirements that must be followed for emergency repair projects and permanent restorations projects. These requirements apply to all state and local agency contracts for both emergency and permanent restoration types of projects. These agency contracts cannot be waived just because there is a State or FEMA emergency declaration.
- 10.2 Federal Highway Administration Emergency Relief Program:
 - A. The parties acknowledge that from time to time, if applicable, the TOWN may seek reimbursement involving the Federal Highway Administration (FHWA) Emergency Relief Program funds. CONTRACTOR acknowledges that, if applicable, CONTRACTOR will be required to adhere to additional requirements that include:
 - (1) Compliance with Davis-Bacon wage rates, including the wage rate tables, incorporated herein by reference and available at <http://www.dastateil.us/construction/wage/htm>;
 - (2) Coordination with the State of Florida Department of Transportation to assure compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969;
 - (3) Compliance with all requirements of the Americans with Disabilities Act of 1990 (ADA), the regulations of the Federal government issued thereunder, and assurance by the Local Government pursuant thereto;
 - (4) Compliance with the Federal "Buy America Requirements", a copy of which is attached hereto and incorporated herein as Exhibit "D";
 - (5) Required contract provisions for Federal-Aid Construction Contracts (FHWA-1273), attached hereto and incorporated herein as Exhibit "D";

- (6) Compliance with CFR Part 26, Disadvantages Business Enterprise Program including the requirement to report monthly on the Equal Opportunity Reporting System on the website found at www.bipincwebapps.com/bizwebflorida; and
- (7) Compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief Construction projects.

The parties acknowledge that the current agreement between the parties is strictly for debris removal work and that the Davis-Bacon and related acts (DBRA) provisions do not apply; however, pursuant to the requirements of FHWA, these provisions are required to be incorporated as part of this Agreement for if and when they would become applicable. Therefore, FHWA-1273 is attached hereto and incorporated herein as Exhibit "D".

- B. In accordance with FHWA-1273, the CONTRACTOR acknowledges and agrees that thirty percent (30%) of the work must be performed with its own forces.
- C. In addition to the above, there are additional procedures necessary to receive reimbursement from FHWA for disaster recovery services on "On-System" and "Off-System" roadways as summarized in the Scope of Services. The CONTRACTOR acknowledges and agrees that it is knowledgeable of these requirements, incorporated as part of the Florida Department of Transportation Contract Nos. Z4004-RO and Z4007-RO, and shall adhere to same as amended from time to time.
- D. CONTRACTOR acknowledges and agrees to adhere to all requirements of the Federal Emergency Management Agency (FEMA) and that it is knowledgeable of the applicable requirements and guidelines. CONTRACTOR shall adhere to these requirements, as amended from time to time.

ARTICLE 11 SPECIAL CONDITIONS

- 11.1 Time being of the essence to this Agreement, the parties agree and acknowledge that the TOWN shall suffer damages in the event that the CONTRACTOR fails to complete the performance of its obligations under each Task Authorization that has been issued pursuant to this Agreement within the time set forth in such Task Authorization and that the TOWN's damages are not readily ascertainable as of the date of this Agreement. Therefore, if the CONTRACTOR fails to achieve completion of the scope of work set forth in a certain Task Authorization within the timeframe set forth in such Task Authorization, including TOWN authorized extensions to such timeframe, if any, the CONTRACTOR shall be obligated to pay to the TOWN, as liquidated and agreed damages, and not as a penalty, the amount of \$1,500.00 per day, from the expiration of the timeframe set forth in such Task Authorization, including TOWN authorized extensions to such timeframe, until completion of the scope of work of such Task Authorization. The CONTRACTOR expressly agrees that the TOWN shall have the right to deduct any amounts due for liquidated damages from any and all sums that may be due to the CONTRACTOR under the subject Task Authorization or any other Task Authorization that has been issued pursuant to this Agreement

11.2 CONTRACTOR shall not enter upon private property for any reason without obtaining permission, and CONTRACTOR shall be responsible for the preservation of all public and private property, along and adjacent to the work site(s) and shall use every precaution necessary to prevent damage and injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work, or in consequence of the non-execution thereof on the part of CONTRACTOR, CONTRACTOR shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing or rebuilding or otherwise restoring, as may be directed by the Town Administrator, or he shall make good such damage or injury in an acceptable manner.

11.3 All of CONTRACTOR'S equipment used for this Agreement shall be:

- A. In good operating condition and provided with all needed maintenance to sustain this condition for the duration of the Agreement, subject to inspection and approval by the TOWN.
- B. Properly registered and insured in accordance with the Motor Vehicle Laws of Florida and in compliance with all federal, state, and local safety regulations. For vehicles that are registered in another state, CONTRACTOR shall provide proof of registration, if requested by TOWN and shall ensure compliance with all federal, state and local safety regulations.
- C. All loading equipment shall be operated from the road, street, or right-of-way using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the defined roadway/shoulder section unless directed by the TOWN. If operation of equipment shall be required outside of the right-of-way in private areas TOWN will provide Right-of-Entry agreements executed with the property owner prior to CONTRACTOR work being authorized. No tracked equipment shall be operated on any paved or improved roadway surface.
- D. Prior to commencing operations, CONTRACTOR shall affix to each piece of equipment, signs or markings indicating the Owner/Operator's name and a unique identification number. One sign shall be placed on each side of the equipment. For trucks, trailers and other equipment intended to haul debris, the maximum volume of cubic yards of the load bed shall be shown. Signs shall be maintained in an easily readable fashion for the duration of the work hereunder. Minimum letter size shall be three (3) inches in height.
- E. All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. The sideboards must be constructed of 2" x 6" boards or greater and may not extend more than two (2) feet above the metal bed sides. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle shall be re-measured and re-marked. All extensions to the bed are subject to acceptance or rejection by the TOWN Inspector.
- F. CONTRACTOR shall use mechanical equipment to local and reasonably compact debris into the trucks and trailers. A list of approved equipment shall be submitted to the TOWN.

- 11.4 CONTRACTOR shall return all staging and process areas to pre-event condition or better at no additional cost to TOWN.
- 11.5 CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated work areas during the term of this Agreement.
- 11.6 CONTRACTOR shall be responsible for properly and adequately securing debris within each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided and used by CONTRACTOR to prevent materials from falling or being blown from the bed.
- 11.7 CONTRACTOR shall mitigate the impact of operations on local traffic to the fullest extent practicable. CONTRACTOR is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDSRS. CONTRACTOR shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable federal, state and local laws, regulations and ordinances governing personnel, equipment and work place.
- 11.8 CONTRACTOR shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow. Work shall be performed seven (7) days per week. CONTRACTOR shall work during the hours of 7 a.m. to 10 p.m. Monday through Friday and 8 a.m. to 10 p.m. on weekends and holidays unless otherwise directed by TOWN Administrator or his designee. Unless directed otherwise, volumetric reduction operations at temporary debris storage and reduction sites shall be conducted on a twenty-four (24) hour, seven (7) day basis.
- 11.9 Inspection Stations:
- A. CONTRACTOR shall construct and maintain inspection stations and towers at the entry point for each TDSRS and disposal area. These stations will be the points of load volume verification by TOWN. CONTRACTOR acknowledges and agrees that the stations and towers shall be operational within 3 calendar days of the Notice to Proceed. The parties acknowledge and agree that a scissor lift may be acceptable in lieu of construction of the inspection stations and towers.
 - B. The trip tickets for debris hauling will be completed upon arrival of debris trucks at the inspection station. CONTRACTOR shall make all necessary arrangements with private disposal operators to facilitate the posting of a TOWN inspector/monitor on-site for the duration of debris disposal operations. Minimum required standards for the inspection station shall include an inspection tower with desks and chairs for at least two (2) persons, one of whom will be a representative of TOWN.
 - C. At the conclusion of the debris removal process, CONTRACTOR shall remove the structure.
 - D. CONTRACTOR shall provide and maintain portable sanitary facilities at each inspection station.
- 11.10 Hazardous Materials:

- A. CONTRACTOR shall set aside and reasonably protect any hazardous materials encountered during debris removal operations. CONTRACTOR shall notify the TOWN of the nature and location of any such debris encountered.
 - B. CONTRACTOR shall not transport hazardous materials to the landfills that are not specifically authorized to accept such materials. However, CONTRACTOR will be responsible for proper handling and storage of any hazardous materials brought to the TDSRS and provide a suitable area at each TDSRS to accommodate such hazardous materials. The area shall be lined with impervious material and surrounded with berms or other containment structures to contain potential leakage.
 - C. TOWN recognizes that construction and demolition debris might contain small amounts of asbestos, lead-based paints, or similar materials. These materials may be handled in the same manner as other debris when they constitute less than twenty percent (20%) of a load of debris destined for a TDSRS. Any load containing more than twenty percent (20%) shall be taken directly to a properly permitted Class 1 landfill authorized to receive such hazardous waste.
- 11.11 CONTRACTOR shall not move abandoned vehicles that interfere with debris removal operations. CONTRACTOR shall instead report the location of such vehicles to the Broward Sheriff's Office located in the TOWN.
- 11.12 CONTRACTOR shall make daily reports to TOWN to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names and address blocks where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed of.
- 11.13 All materials delivered to the TDSRS shall be separated by category such as vegetative materials, construction and demolition debris, white goods, recyclable/salvageable materials, and hazardous and toxic waste.
- 11.14 CONTRACTOR shall provide a safe working environment.

ARTICLE 12 MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys and other data and documents provided or created in connection with this Agreement shall be deemed to be "works made for hire" and are and shall remain the property of TOWN. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become property of TOWN and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

12.2 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

12.3 PUBLIC ENTITY CRIME ACT

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

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

12.4 INDEPENDENT CONTRACTOR

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

12.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement

12.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR TOWN:

Bert Wrains
Interim Town Administrator
Town of Southwest Ranches
6589 SW 160th Avenue
Southwest Ranches, FL 33331

With a Copy to Town Attorney
Keith Poliakoff, Esq.
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

FOR CONTRACTOR:

Ronald M. Bergeron, Jr.
Bergeron Emergency Services, Inc.,
19612 SW 69th Place,
Fort Lauderdale, FL 33332

12.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement unless approved in writing by Contract Administrator. CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services. CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner, and in compliance with FEMA Regulations and FEMA Guidelines regarding safety. CONTRACTOR shall provide a safe working environment, including properly constructed monitoring towers. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of TOWN shall be comparable to the best local and national standards.

12.8 CONFLICTS

Neither CONTRACTOR, nor its employees, shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in anyway from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

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

12.9 MATERIALITY AND WAIVER OF BREACH

TOWN and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

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

12.10 COMPLIANCE WITH LAWS

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

12.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

12.12 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.13 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 12 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 shall prevail and be given effect.

12.14 JURISDICTION. VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit and venue for litigation arising out of this Agreement shall be in such state courts. By entering into this Agreement, CONTRACTOR and TOWN hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

12.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Contract Administrator.

12.16 PRIOR AGREEMENTS

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

12.17 DRUG-FREE WORKPLACE

It is a requirement of TOWN that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Florida Statute 287.087. Execution of this Agreement by CONTRACTOR shall serve as CONTRACTOR's required certification that it either has or that it will establish a drug-free work place in accordance with Florida Statute 287.087.

12.18 NO INTEREST

Any monies which are the subject of a dispute regarding this Agreement and which are not paid by TOWN when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by CONTRACTOR.

12.19 INCORPORATION BY REFERENCE

The attached Exhibits "A," "B," "C" & "D" are incorporated into and made a part of this Agreement.

12.20 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

12.21 CONTINGENCY FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.22 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

12.22 NON-EXCLUSIVITY

CONTRACTOR acknowledges and agrees that the services to be provided under this Agreement shall be on a non-exclusive basis, and that the TOWN will be issuing Task Authorizations to multiple vendors, in the Town's sole discretion.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BERGERON EMERGENCY SERVICES, INC. and THE TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action, on the 10th day of Sept., 2011.

WITNESSES:

[Signature] FORREST THOMAS
[Signature] ALEXI NAZARIO

CONTRACTOR:

BERGERON EMERGENCY SERVICES, INC.

By: [Signature]
Ronald M. Bergeron, Jr., President

12 day of Sept. 2011

WITNESSES:

[Signature]
[Signature] Juanita Romance

TOWN:

TOWN OF SOUTHWEST RANCHES

By: [Signature]
Jeff Nelson, Mayor

12th day of SEPTEMBER 2011

By: [Signature]
Bert Wrains, Interim Town Administrator

12th day of SEPTEMBER 2011

ATTEST:

[Signature]
Erika Santamaria, CMS, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Keith A. Poliakoff, Town Attorney

ACTIVE: 3465289_1

EXHIBIT "A"

**RFP No. 11-004
Town of Southwest Ranches**

Debris Removal and Disaster Response/Recovery Services RFP

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS (RFP) NO: 11-004



REQUEST FOR PROPOSALS (RFP) 11-004
DEBRIS REMOVAL AND DISASTER
RESPONSE/RECOVERY SERVICES

Date: March 18, 2011

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

ALL INTERESTED PARTIES:

The Town of Southwest Ranches, Florida, hereinafter referred to as TOWN, will receive sealed Proposals at the office of the Town Clerk, Attention: Juanita Romance, Deputy Town Clerk, Town Hall, 6589 SW 160 Avenue, Southwest Ranches, Florida 33331, (954) 434-0008, for furnishing the services described below:

**DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY
SERVICES – RFP No. 11-004**

Proposals, clearly marked: "Debris Removal and Disaster Response/Recovery Services, RFP No. 11-004" must be received by the Deputy Town Clerk, either by mail or hand delivery, no later than **11:00 AM** local time on **Wednesday, April 20, 2011**. A public opening will take place at or after 11:00 AM in the Town's main conference room located at Town Hall on the same date. Facsimile or email submittals will not be accepted. Proposals submitted in pencil will also not be accepted. Any Proposals received after 11:00 AM local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

Copies of the RFP may be obtained by e-mail at jromance@swranches.org; at Town Hall, Office of the Town Clerk, 6589 SW 160 Avenue or by calling (954) 434-0008.

The Town reserves the right to reject any and all proposals, to waive minor irregularities, or to take such action as it may deem to be in its best interest.

TOWN OFFICIALS

Jeff Nelson, Mayor

Freddy Fisikelli, Vice Mayor

Steve Breikreuz, Council Member

Doug McKay, Council Member

Gary Jablonski, Council Member

Charlie H. Lynn, AICP, Town Administrator

Debra Doré-Thomas, CMC, Town Clerk

Keith M. Poliakoff, Town Attorney

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

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GENERAL INFORMATION

OBJECTIVE OF THIS RFP

The Town of Southwest Ranches is seeking proposals for debris removal and disaster response/recovery services. ***Debris removal program is a comprehensive effort to ensure that storm related debris waste is managed from "cradle to grave:" from the moment it is picked up; while it is transported, treated, or stored; until it is finally re-used or disposed of in a safe manner.*** The Town does not have a Public Works Department and therefore needs to outsource these services. Without adequate debris removal and disaster response/recovery services, public health and safety, and immediate economic recovery may be at serious risk without these services in place. Due to the resulting destruction brought about from severe storms and man made disasters, more than one vendor may be needed to provide services. Accordingly, if an award of services is made pursuant to this RFP, the services shall be provided on a "non-exclusive" basis, and in the event of an emergency, the Town may utilize the services of other vendors as may be deemed necessary in the Town's sole discretion. The Town is looking for vendors with expertise, personnel, materials, equipment, transportation, capacity, supervision, permits, and licenses to provide all storm related debris or related services, on an as-needed basis. A primary vendor shall be selected for declared events and potential secondary and tertiary vendors may be selected for either declared and/or non-declared events.

Objectives include:

1. Swift coordination of the movement of external resources of people, services and information, to assist the Town of Southwest Ranches in managing any natural or man-made disaster, hazardous material spill or terrorist attack.
2. Efficient and effective recovery within the required recovery time objective, with regard for the health, safety and well being of the Town's residents.
3. Effective communication from field crews to administrative staff to perform debris removal and disposal services, from the TDSRS (Temporary Debris Staging and Reduction Sites) to the final disposal site, with proper documentation to ensure maximum reimbursement benefits from the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), or other governmental agencies.

The Town is looking for contractors to perform contracted services in a professional manner and in compliance with all applicable laws, ordinances, rules, regulation and permits.

The Town of Southwest Ranches is located in Broward County (Greater Fort Lauderdale) Florida. The Town is a 13-square-mile rural enclave within urban South Florida.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

RFP OFFICIAL CONTACT

Upon release of this RFP, all vendor communications concerning the overall RFP shall be directed to the Deputy Town Clerk as RFP Coordinator listed below. Unauthorized contact regarding this RFP with other Town employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the Town. Vendors should rely only on written statements issued by the RFP Coordinator.

Juanita Romance, Deputy Town Clerk

6589 SW 160 Avenue

Southwest Ranches, FL 33331

Jromance@southwestranches.org

INQUIRY AND RESPONSE REQUIREMENTS

Copies of the RFP may be obtained by e-mail at jromance@swranches.org; at Town Hall, Office of the Town Clerk, 6589 SW 160 Avenue; or by calling (954) 434-0008.

Completed Proposals shall be submitted by sealed envelope or box and clearly marked:

"Debris Removal and Disaster Response/Recovery Services - RFP No. 11-004".

No later than 3:00 PM April 6, 2011, all questions regarding this RFP must be submitted in writing to the Deputy Town Clerk, either via e-mail at jromance@swranches.org or via facsimile at (954) 434-1490. All responses to questions or requests for clarification will be sent to prospective proposers which have notified the Town of an interest in the project, by e-mail, facsimile, and in the form of an addendum if deemed necessary by the Town. It is the responsibility of interested firms to verify whether there are any addendums to this RFP prior to submission of proposals in accordance herewith. The proposer's certification form shall be signed by an authorized company representative, dated and returned with this RFP.

Proposers are hereby notified that they shall not rely upon oral representations or discussions with the Town, including its staff or consultants. Only those communications issued by the Town, which are in writing, may be considered as duly authorized expression. Also, only communications from proposers that are signed, in writing, and timely submitted, will be recognized by the Town as duly authorized expressions on behalf of the proposer. Proposals that are not timely received shall not be considered by the Town.

Addendums

All proposers must signify to the Town that any and all addendums have been received by the proposer.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

Cone of Silence - A cone of silence is hereby imposed and made applicable to this RFP. The cone of silence shall become effective from the time this RFP is advertised, and shall terminate at the time that the Town Council makes a final decision regarding a contract award, rejects all responses, or takes other action which ends the RFP process. During the effective time period of the cone of silence, any person or entity which submits a response, or that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the Town Council or the Selection Committee relative to this RFP, except as may be required during such presentations or interviews which may be conducted. NOTE: Proposers who violate the cone of silence shall be subject to automatic disqualification from further consideration.

PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

Note: The Town reserves the right to adjust this schedule as necessary.

Milestone	Date
Release RFP to Vendors	Friday March 18, 2011
Vendor Questions (if any) Due	Wednesday April 6, 2011 @ 3:00 PM
Proposal Responses Due	Wednesday April 20, 2011 @ 11:00 AM
SC Meeting	TBD
Presentations by Vendors, if necessary	TBD

PROPOSAL SUBMISSION

All respondents must follow these specific instructions when submitting your proposal.

Due Date:	Proposals must arrive at the Town of Southwest Ranches, Office of the Town Clerk, no later than April 20, 2011 at 11:00 AM . No proposals will be accepted after the opening date and time referenced above, and will be returned, unopened, to the respondent. All proposals and accompanying documentation will become the property of the Town.
Number of Copies:	A total of 8 paper copies (1 unbound original and 7 bound copies) and 1 CD electronic copy (pdf) of the vendor's proposal, in its entirety, must be received as specified above. The Town will not accept facsimile, electronic mail responses or responses in pencil.
Address for Submission:	Town of Southwest Ranches Debris Removal and Disaster Response/Recovery Services Office of the Town Clerk, Attn: Juanita Romance, Deputy Town Clerk 6589 SW 160 Avenue Southwest Ranches, FL 33331

PROPOSAL REQUIREMENTS

The proposal should include sections on background of the person/firm, recent related experience and other qualifications, references and price structure.

- A. **Qualifications:** The proposers are required to submit a signed affidavit or affirmation that they represent the person or firm and have the full authority to submit the RFP proposal and to bind the person or firm to the terms contained in the RFP. (See Appendices)
1. Proposers must identify the key personnel who would work within the Town in a recovery project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, Proposer should provide a listing of each person's qualifications, education, experience, etc.
 2. Proposers should address the following questions:
 - a. Where are your subcontractors located? How many subcontractors do you presently have under Contract? Can you provide a list of your subcontractors? What is the Contractor's method of communication with subcontractors?
 - b. Does your firm have other personnel/resources available in other parts of the U.S. that could be called in for (management) support if needed? How will you document for the FHWA that 30% of the work must be performed with your own work force?
 - c. Do you own your own equipment or would you have to primarily rely on subcontractors to provide them? What types of equipment do you own or have access to? Please provide an equipment list specifying type of equipment and age. Where is your equipment located?
 - d. What is your procedure for checking your employees' backgrounds? What background information or qualifications do you require from your subcontractors and their staff? Define your company's training requirements and staffing qualifications required.
 - e. What is your damage claims process and repair procedure?
 3. List past experience, clients, year, name of disaster, debris quantity, length of operation, etc. to provide an overview of your debris removal experience.
 4. Provide three (3) references specific to debris removal and disposal services.
 5. Describe your damage claim resolution process and timeline for completion of repair.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

B. **Scope of Services:** A description of the proposed work program to achieve the requested service level is described in Requested Services Section of this RFP. Contractor shall agree to provide services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits.

1. Do you provide services full-time, year-round?
2. Describe how your firm typically gathers together the necessary resources when notified of a disaster?
3. How would you determine the length of your disaster debris cleans up and recovery services for the Town?
4. Describe your record keeping process for FEMA and FHWA reimbursements. How often would information be communicated from the street personnel to your administrative staff? How would you ensure accuracy of those reports? What is your method of backup in case of lost information?
5. The Proposer shall submit as part of their proposal an Emergency Response Plan describing the step-by-step approach to preparation, response and recovery. The plan should contain a summary of pre-event communications, option for a pre-event stand-by crew, damage assessment (via helicopter flyover if requested), establishment of the Temporary Debris Staging and Reduction Site (TDSRS), the "ramping up" and dispatching of crews, and other resources to complete the recovery services for the Town.
6. Include in your Emergency Response Plan for the Town the response activities starting at 12 hours past disaster occurrence or all clear notification, 24 hours past, 48 hours past, 72 hours past, and 96 hours past.
7. Value added services: The Proposer is encouraged to propose value added services over and above the standard debris removal operations such as a customer service and damage claims hotline, mobile command units, and helicopter fly over for damage assessment and other cutting-edge technology.

C. **Schedule of Fees:**

Contractor shall bear all of its own operating costs and is responsible for all permit, license fees, insurance and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.

TOWN OF SOUTHWEST RANCHES, FLORIDA
 DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
 RFP No. 11-004

1. Fees should be provided by unit cost. ***"Cradle to grave" unit price contracts are recommended for debris so that costs for reduction, hauling, disposal, site management and collection are easier to track and separate for the FHWA and FEMA portions. The price for managing debris represents the cost from cradle to grave unless otherwise noted.***

2. Hourly fees should be provided, to establish fees for potential additional work, if any.

3. All rates shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with equipment and personnel.

Item	Description of Services	Unit	Cost
1	Emergency road clearance (PUSH) including machinery and operator (see Note 3)	Hourly	\$
2	Management, Site Restoration and Closure of TDSRS based on cubic yards hauled in by Contractor or other than Contractor (see Note 2)	Cubic Yard (CY)	\$
3	Removing vegetative debris from public property and rights of way and hauling to TDSRS, 0 – 10.9 one way miles	CY	\$
4	Removing vegetative debris from public property and rights of way and hauling to TDSRS, 11 – 30 one way miles	CY	\$
5	Removing vegetative debris from private roadways and central collection points within the private community and hauling to TDSRS, 0 – 10.9 one way miles	CY	\$
6	Removing vegetative debris from private roadways and central collection points within the private community and hauling to TDSRS, 11 – 30 one way miles	CY	\$
7	Chipping debris on public property and rights of way and hauling mulch directly to final disposal site, 0 – 10.9 one way miles (see Note 1)	CY	\$
8	Chipping debris on public property and rights of way and hauling mulch directly to final disposal site, 11 – 30 one way miles (see Note 1)	CY	\$
9	Chipping debris from private roadways and central collection points within the private community and hauling mulch directly to final disposal site, 0 – 10.9 one way miles (see Note 1)	CY	\$
10	Chipping debris from private roadways and central collection points within the private community and hauling mulch directly to final disposal site, 11 – 30 one way miles (see Note 1)	CY	\$
11	Chipping debris at the TDSRS based on cubic yards hauled into the TDSRS by Contractor or other than Contractor	CY	\$

TOWN OF SOUTHWEST RANCHES, FLORIDA
 DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
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12	Mulch loading, hauling of chipped debris from the TDSRS to final disposal site, 0 – 30 one way miles, and dumping for final disposal all vegetative debris generated from grinding/chipping operations (see Note 1)	CY	\$
13	Removing construction and demolition debris, white goods, mixed debris, or non burnable items, from public property, and rights of way and hauling to TDSRS, 0 – 10.9 one way miles	Ton	\$
14	Removing construction and demolition debris, white goods, mixed debris, or non burnable items, from public property, and rights of way and hauling to TDSRS, 11 – 30 one way miles	Ton	\$
15	Removing construction and demolition debris, white goods, mixed debris, or non burnable items, from private roadways and central collection points within the private community and hauling to TDSRS, 0 – 10.9 one way miles	Ton	\$
16	Removing construction and demolition debris, white goods, mixed debris, or non burnable items, from private roadways and central collection points within the private community and hauling to TDSRS, 11 – 30 one way miles	Ton	\$
17	Processing of C&D debris, white goods, mixed debris or non burnable items at TDSRS and hauling to final disposal site. (see Note 1)	Ton	\$
18	Removing hazardous waste from public property and rights of way and hauling to TDSRS, 0 – 10.9 one way miles	LB	\$
19	Removing hazardous waste from public property and rights of way and hauling to TDSRS, 11 – 30 one way miles	LB	\$
20	Removing hazardous waste debris from private roadways and central collection points within the private community and hauling to TDSRS, 0 – 10.9 one way miles	LB	\$
21	Removing hazardous waste debris from private roadways and central collection points within the private community and hauling to TDSRS, 11 – 30 one way miles	LB	\$
22	Processing of hazardous waste at TDSRS and hauling to final disposal site. (see Note 1)	LB	\$
23	Removing leaning trees and hanging limbs to include machinery and operators, limbs greater than 2" in diameter	Per tree	\$
24	Removing leaning trees and hanging limbs to include machinery and operator, limbs equal to or less than 2" in diameter	Per tree	\$
25	Burning debris at TDSRS and disposal of ash based on cubic yards hauled into the site (Vendor responsible for burn permit)	CY	\$
26	Extracting and hauling of stumps, 6" to 11.99" in diameter	Stump	\$
27	Extracting and hauling of stumps, 12" to 23.99" in diameter	Stump	\$
28	Extracting and hauling of stumps, 24" to 47.99" in diameter, including backfill	Stump	\$
29	Extracting and hauling of stumps, 48" or larger in diameter, including backfill	Stump	\$
30	Hauling cost per miles beyond 30 miles	CY/Mile	\$

TOWN OF SOUTHWEST RANCHES, FLORIDA
 DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
 RFP No. 11-004

31	Reduction of stumps 24" to 47.99" in diameter by grinding at TDSRS	Stump	\$
32	Reduction of stumps 48" or larger in diameter by grinding at TDSRS	Stump	\$
33	Stump grinding, 0 to 23.99" (in place)	Stump	\$
34	Stump grinding, 24" to 47.99" (in place)	Stump	\$
35	Stump grinding, 48" to 83.99" (in place)	Stump	\$
36	Stump grinding – great than or equal to 84" (in place)	Stump	\$
37	Grinding of roots emanating from stumps	Per ft	\$
38	Removal and hauling of unattached stumps from public rights of way or private communities, 24" to 47.99" to the TDSRS	Stump	\$
39	Removal and hauling of unattached stumps from public rights of way or private communities 48" or larger to the TDSRS	Stump	\$
40	Collection of plastic bags containing vegetative debris and other loose debris from public rights of way and hauling to TDSRS		\$
41	Pre-event staging (loader with grapple and operator, pick up truck and driver, tandem axle dump truck with driver, 2 men with chain saws	Per crew Per hour	\$
42	Pre-event staging per diem per person	Per day	\$
43	Usage of helicopter with pilot for damage assessment	Per hour	\$
44	Generators, 100 kw	Per wk	\$
45	Generators, 350 kw	Per wk	\$
46	Generators, 600 kw	Per wk	\$
47	Freon management and recycling	EA	\$
48	Traffic Barricades	EA	\$

INTENTIONALLY LEFT BLANK

TOWN OF SOUTHWEST RANCHES, FLORIDA
 DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
 RFP No. 11-004

Item	EQUIPMENT DESCRIPTION	UNIT	UNIT PRICE
1	JD 544 Wheel Loader with debris grapple	Hour	\$
2	JD 644 Wheel Loader with debris grapple	Hour	\$
3	Extendaboom Forklift with debris grapple	Hour	\$
4	753 Bobcat Skid Steer Loader with debris grapple	Hour	\$
5	753 Bobcat Skid Steer Loader with bucket	Hour	\$
6	753 Bobcat Skid Steer Loader with street sweeper	Hour	\$
7	30-50 HP Farm Tractor with box blade or rake	Hour	\$
8	2-2 1/2 cu. Yard Articulated Loader with bucket	Hour	\$
9	3-4 cu. Yd. Articulated Loader with bucket	Hour	\$
10	JD 648E Log skidder, or equivalent	Hour	\$
11	CAT D4 Dozer	Hour	\$
12	CAT D6 Dozer	Hour	\$
13	CAT D8 Dozer	Hour	\$
14	CAT 125-140 HP Motor Grader	Hour	\$
15	JD 690 Trackhoe with debris grapple	Hour	\$
16	JD 690 Trackhoe with bucket and thumb	Hour	\$
17	Rubber Tired Trackhoe with debris grapple	Hour	\$
18	JD 310 Rubber Tire Backhoe with bucket and hoe	Hour	\$
19	Rubber Tired Excavator with Debris Grapple	Hour	\$
20	210 Prentiss Knuckleboom with debris grapple	Hour	\$
21	Self-Loader Scraper Cat 623 or equivalent	Hour	\$
22	Hand Fed Debris Grinder	Hour	\$
23	300-400 Tub Grinder	Hour	\$
24	800-1,000 HP Diamond Z Tub Grinder	Hour	\$
25	30 Ton Crane	Hour	\$
26	50 Ton Crane	Hour	\$
27	100 Ton Crane (8 Hour Minimum)	Hour	\$
28	40-60' Bucket Truck	Hour	\$
29	Service Truck	Hour	\$
30	Water Truck	Hour	\$
31	Portable Light Plant	Hour	\$
32	Equipment Transports	Hour	\$
33	Pickup Truck, unmanned	Hour	\$
34	Single Axle Dump Truck, 5-12 Cu. Yd.	Hour	\$
35	Tandem Dump Truck, 16-20 Cu. Yd.	Hour	\$
36	Trailer Dump Truck, 24-40 Cu. Yd.	Hour	\$
37	Trailer Dump Truck, 61-80 Cu. Yd.	Hour	\$
38	Power Screen	Hour	\$
39	Stacking Conveyor	Hour	\$
40	6 Wheel Drive Heavy Off Roads Trucks	Hour	\$

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

NOTES:

1. Where applicable, Contractor will pay tipping fee at final disposal site and bill Town at cost.
2. Must include detail of services provided, including site security and pest control.
3. The Contractor shall provide an hourly time and material rate for the performance of work for the most expensive seventy (70) hours or first "Push"/"Pass" phase following a disaster event, in accordance with FEMA guidelines.
4. Contractor must follow FEMA reimbursement guidelines in regards to all debris removal and disposal, including but not limited to hangers, leaners and stumps.

SELECTION AND EVALUATION PROCEDURES

SELECTION PROCESS

At the opening date and time referenced above, the Deputy Town Clerk will publicly open and read aloud the names of all respondents, as well as any other information regarding individual submittals that may be deemed necessary by the Town. All respondents are invited to attend the opening.

The Town will evaluate all proposals utilizing a Selection Committee (SC) process. The SC will evaluate and rank the proposals received in accordance with this RFP and the Town's procurement code. The SC may require an interview or presentation to assist them in their evaluation of the services and prices being offered. The ranking shall be based upon the Evaluation Criteria set forth below. The final award shall be made by the Town Council to the responsive, responsible proposer whose proposal is determined, in writing, to be the most advantageous to the Town, taking into consideration the Evaluation Criteria. Proposals shall include a fully completed Schedule of Fees form as set forth in this RFP, and be organized to provide information and references required by this RFP and relevant to the Evaluation Criteria. In the event that the Selection Committee determines that presentations from the proposers are necessary, the time for each presentation shall be established by the Selection Committee, which shall be followed by an opportunity for questions and answers.

Evaluation Criteria

Items 1 through 4 shall be weighted using the following percentage basis of evaluation for the proposals:

1. Fee Structure- 40 percent
2. Background and experience of firm - 30 percent
3. Training level, including ability and skill of the individuals to perform the work required and any licenses, certifications or other educational achievement(s) of the individuals of the firm- 10 percent
4. Business references, inclusive of the quality of performance of previous work, responsiveness, fairness and timeliness- 20 percent

GENERAL TERMS

1. **Town Rights:** Town reserves the right to accept or reject any and all of the Proposals and items in the proposal, as well as the right to waive non-material irregularities and technicalities.

Town reserves the right to reject all Proposals as well as waive non-material irregularities and technicalities and to re-advertise the services which is described in this Request for Proposals (RFP), with or without changes in the scope of the services or in the specifications for the services.

Town shall become the owner of any applicable work product and other documents, if any prepared by the Contract Provider, and such will be turned over to the Town upon completion of services. Use of previously mentioned items that are property of the Town may not be used in other non-related services without the prior consent from the Town.

Town reserves the right and hereby notifies proposers that all information submitted will be available for public inspection after opening of Request for Proposals (RFP) in compliance with Chapter 119 of the Florida Statutes (Public Records Laws).

2. **Sworn Statement as to Public Entity Crimes:** Each proposer shall be required, pursuant to Section 287.133 (3)(a), Florida Statutes, to execute a "Sworn Statement on Public Entity Crimes" (Form FUR 7068) and include it with their proposal. By executing this sworn statement, the proposer is affirmatively stating that neither it nor an affiliate (as defined in the Florida statutes) has been

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

convicted of a public entity crime and that it is not barred from entering into an agreement with the Town. The proposer further acknowledges that any misstatement or misrepresentation of fact, lack of compliance with the Florida Statutes or subsequent conviction of a public entity crime shall result in the agreement being null and void and/or subject to immediate termination by the Town. In the event of such termination, the Town shall not incur any liability for any work or materials furnished by the proposer when functioning as an agent for the Town. (See Appendices)

3. **Withdrawal of Proposal:** The proposer may withdraw the proposal, one-hundred and twenty (120) calendar days after the opening date and time of the original proposal, if no award or rejection of all proposals is made.
4. **Confidential Information:** Proposers are hereby notified that all information submitted a part of, or in support of the proposal will be available for public inspection after opening of the Request for Proposals (RFP), in compliance with State "Public Records Law".
5. **Insurance:** The successful proposer shall secure and maintain, at its own expense, and keep in full force and effect during the full duration of the contract, a policy or policies of insurance with the following coverages and minimum limits of liability.

A. Comprehensive General Liability with the following minimum limits of liability:

\$2,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$2,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

- 1) Premises and Operations;
- 2) Independent Contractors;
- 3) Products and Completed Operations;
- 4) Broad Form Property Damage;
- 5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement that will be in the Contract;
- 6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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B. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Proposer in the performance of work with the following minimum limits of liability:

\$2,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

C. Workers Compensation- of an amount which fully complies with the statutory requirements of the State of Florida and all applicable federal laws.

D. Excess/Umbrella Liability Insurance with the following minimum limits of liability:

\$5,000,000 Liability per occurrence

\$5,000,000 Aggregate

Service Provider agrees that the Town of Southwest Ranches will be listed as the certificate holder and included as an additional named insured by policy endorsement. Insurance companies selected must be acceptable to the Town and be issued by an company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability

B+ to A++

Any exception to the above-stated limits or other requirements must be endorsed and approved, in writing, by the Town Administrator of the Town of Southwest Ranches.

6. **Indemnification:** To the fullest extent permitted by the laws of the State of Florida, the successful proposer shall be required to indemnify, defend, save and hold harmless the Town, its officers, agents, and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including attorney's fees and costs, arising out of or alleged to have arisen out of or in consequence of the operations or services furnished by the successful proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to the contract, specifically including, but not limited to those caused by or arising out of any act, omission, negligence or default of the successful proposer and/or his subcontractors, agents, servants or employees in the performance of the operations of services under the contract.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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7. **Contract:** The Contractor selected for the award will be required to enter into a written contract containing such terms and conditions acceptable to the Town. The written contract shall include, but not be limited to, provision for termination of the agreement by the Town for convenience, indemnification of the Town, prohibitions of sub-contractors unless approved in writing by the Town Administrator and other terms and conditions typically included in the Town's service contracts and as acceptable to the Town Council.

The term of the contract shall be for a period of 5 years, and which may be extended for an additional period of 3 years upon mutual agreement of the Town and the contractor. The Contract shall be prepared by the Town, and shall incorporate the terms of this RFP and the successful proposal.

RFP AMENDMENTS

The Town reserves the right to change the acquisition schedule or issue amendments to the RFP at any time. The Town also reserves the right to cancel or reissue the RFP.

VENDOR'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the Town.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES OR IRREGULARITIES

The Town reserves the right to reject any or all proposals, to waive any minor irregularities as well as the right to waive non-material irregularities and technicalities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Town.

PROPOSAL VALIDITY PERIOD

Submission of a proposal will serve as a verification by the proposer that all information submitted is true and correct, and that the price terms will remain valid and in effect for at least the first year of the Contract term. There may be an annual adjustment in pricing based on CPI.

REQUESTED SERVICES

Disaster Response and Recovery Services

The Town of Southwest Ranches, Florida is seeking proposals from reputable, qualified, licensed contractors to provide response and recovery services in the aftermath of any disaster. The successful Contractor must have extensive experience providing debris removal services from public property and public rights-of-way, a wide network of resources to successfully coordinate the movement of personnel, equipment, information and timely and accurate record keeping capabilities to ensure maximum reimbursement benefits from the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA) or any other governmental agency.

The Contractor's services shall consist of, but not be limited to, clean up, demolition, removal, reduction, recycling, and lawful disposal of debris from Town streets, roads, rights-of-ways, public property and any other facility or site as required by the Town's designated representative. Contractor shall also provide technical guidance and consultation before, during and after any disaster and shall provide administrative support, a project manager, field supervisors, Maintenance of Traffic Plans (MOT), operators, drivers and field workers as well as the proper vehicles, equipment, and tools to ensure a successful debris removal and recovery operation.

Emergency push, debris removal and demolition of structures will be limited to:

1. That which is determined to eliminate immediate threats to life, public health and safety;
2. That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and
3. That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

Debris Removal

The Contractor shall recommend for the Town's approval the method and manner of debris removal, reduction, and lawful disposal that provides the greatest efficiency of operations, while displaying high regard for the health, safety and well being of the Town's residents. The Contractor shall provide and bear all of the costs for all labor, subcontractors, tools, equipment, transportation, supervision and all other services necessary to execute and complete the recovery operation. Contractor shall be responsible for the removal of bulky debris and leaving the public rights-of-way clean and free of items that may impede traffic, and if required, using blowers and rakes to push small debris out of the roadways.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

The Contractor shall provide a plan to address the pre-staging of equipment within the Town limits or nearby, to facilitate the immediate commencement of work after extreme weather conditions. The Contractor shall provide vehicles and equipment that are "ready to go", properly registered, and insured.

The Contract shall be prepared by the Town, and shall incorporate the terms of this RFP, and the successful proposal.

The Contractor shall be responsible for the protection of public and private property during the course of work. The Contractor shall have an established claim resolution program. Contractor will be required to provide weekly updates to the Town of the progress on resolving all verified claims.

The Contractor shall be familiar with and have working knowledge of "eligible debris" as given under 44 Code of Federal Regulation (CFR) 206.223 and 206.224 and as further defined in the FEMA Debris Management Guide.

The Contractor shall have the means to electronically submit a detailed summary spreadsheet and invoice of the debris collected that includes the identification of each load, ticket number, date of service, location of pick up and destination. The Contractor shall make daily reports to the Town to detail the progress of the debris removal program. Such reports will include a description of all areas where work was done, detailing the street names and address blocks where debris removal has been completed.

Emergency Push/Road Clearance:

Contractor shall accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified and directed by the Town. This operational aspect of the scope of contracted services shall be for the first 70 hours on time and materials (not to exceed 70 hours) after mobilization of 100% of the resources. Once this task is accomplished, the following tasks will begin as required.

Right-of-Way (ROW) Removal:

Contractor shall remove all debris from ROW when directed to do so by the Town. Contractor shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Should any property be damaged due to the negligence on the part of the Contractor, the Town may either bill the Contractor for the damages or withhold funds due to the Contractor. The determination of whether "negligence" has occurred shall be made by the Town.

Right-of-Entry Removal:

Contractor will exercise due diligence in removing ROW debris from private property, as authorized and directed by the Town if debris poses an immediate threat to life, public health and safety. Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made to mark these utilities, but the Town does not warrant that all utilities will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting Contracted Services.

Demolition of Structures (if implemented by the Town):

Contractor will remove structures designated for removal by and at the direction of the Town, in a timely manner as determined by the Town.

Private Property Waivers:

The Town will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties, if approved by the Town Council or if FEMA approves for financial reimbursement of private roads. The Town understands that this does not include private yards. This references private roads or development entryways in need of 1st push/pass debris removal.

Disaster Recovery Technical Assistance:

Contractor will provide Disaster Recovery Technical Assistance to officials within the Town and to designated staff members to assist local government with guidance and consultation on all aspects of the recovery process.

Public Works Functions:

Contractor will provide any type of public works function required by the Town either prior to or immediate after a storm event. This may include, but not be limited to, erecting barricades, and other traffic control devices or providing additional generators, etc.

Federal Highway Administration Emergency Relief Program

The Town may seek reimbursement involving the Federal Highway Administration (FHWA) Emergency Relief Program funds. The Contractor should be familiar with these guidelines and prepare work crews to meet the requirements that include but are not limited to:

TOWN OF SOUTHWEST RANCHES, FLORIDA
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RFP No. 11-004

1. Coordination with the State of Florida Department of Transportation to assure compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969;
2. Compliance with all requirements of the Americans with Disabilities Act of 1990 (ADA), the regulations of the Federal Government issued thereunder; and assurance by the Local Government pursuant thereto;
3. Compliance with the Federal "Buy America requirements";
4. Required contract provisions for Federal-Aid Construction Contracts (FHWA-1273)
5. Compliance with CFR Part 26, Disadvantaged Business Enterprise Program including the requirement to report monthly on the Equal Opportunity Reporting System on the website found at www.dot.state.fl.us/equalopportunityoffice and
6. Compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief Construction projects.
7. To the extent applicable, compliance with Davis-Bacon Wage Rates, including the wage rate tables, available at www.dot.state.fl.us/construction/wage.shtm.

The Contractor shall describe the intended compliance with FHWA 1273 as it applies to Equal Employment Opportunity (EEO), records and reports, subletting or assignment of Contract, and other particulars found in the law. The requirements of FHWA 1273 will be incorporated as part of an Agreement between the Town and the Contractor.

In addition, the Contractor should be aware of FHWA regulations applicable to "On-System" and "Off-System" roadways. The Contractors shall assign crews to ensure that work on system roadways are distinguishable, and facilitate documentation suitable for reimbursement by the FHWA. The Contractor should be knowledgeable of these and other requirements, as issued by the Florida Department of Transportation.

Professional Expertise

The Contractor shall provide a professional staff with the knowledge, skills and training to manage the disaster recovery services efficiently and effectively. The staff provided to the Town shall have extensive knowledge of the FEMA and FHWA regulations and reimbursement requirements. Contractor shall assist the Town in completing any and all forms necessary for reimbursements from any local, state, or federal agencies, related to costs arising out of debris management. This may include, but not be limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiation and replies to any and all agency denial or inquiries. This service shall be provided, as required, at no additional cost to the Town.

Strategic Plan

The Contractor shall execute a plan of recovery operations for the Town within 12 hours of when a notice to proceed is communicated from the designated Town official. Said plan shall estimate the amount of debris, the forecast as to the number of crews to be in place by the end of the first week of debris removal, the estimated number of cubic yards to be collected, and the date for reaching 95% of the Town cleaned up. Said plan shall also address the removal of leaning trees, hanging limbs and stump removal.

Communication

It is essential that the Town have strong partnerships to carry out their mission to the satisfaction of the Town. The Contractor and sub-contractors shall have a mutual understanding of the key objectives set forth by the execution of the contract. Communications shall not be hindered by incompatible equipment and differing communications styles.

Laws and Regulations

It shall be understood and agreed that any and all services, materials and equipment provided by the Contractor shall comply fully with all local, state, and federal laws and regulations.

Permits

The Contractor shall secure and pay for any permits and licenses during the execution of this contract.

Temporary Debris Storage Sites

The Contractor shall be responsible for the overall operation of the Temporary Debris Storage and Reduction Sites (TDSRS) for the sole purpose of the temporary storage and reduction of clean woody debris, construction and demolition materials or other mixed waste. It will be the responsibility of the Contractor to provide the Town with documentation that the final "grave" site for reduced debris is EPA approved for the type of debris. The Contractor shall also be responsible for site restoration, site closure, and remediation should it be necessary per environmental requirements.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

Notwithstanding anything in this RFP to the contrary, it shall be the Contractor's responsibility to perform services in accordance with applicable Federal, State and local laws and regulations, and so as to not jeopardize FHWA and/or FEMA funding or reimbursements to the Town.

INTENTIONALLY LEFT BLANK

Proposer's Forms, (Offeror's Certification)

OFFEROR'S CERTIFICATION WHEN OFFEROR IS AN INDIVIDUAL

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2011.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

Town/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2011.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

Town/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____

_____,
2011, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

OFFEROR'S CERTIFICATION WHEN OFFEROR IS A PARTNERSHIP

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2011.

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Printed Name of Partner

Witness

Business Address

Town/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
2011, by _____ (Name), _____ (Title) of _____

(Name of Company) who is personally known to me or who has produced _____

as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

OFFEROR'S CERTIFICATION
WHEN OFFEROR IS A CORPORATION OR LIMITED LIABILITY COMPANY

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2011.

Printed Name of Corporation or LLC

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

Address of Corporation or LLC

By _____
Secretary

Town/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
_____ 2011, by _____ (Name), _____ (Title) of
_____ (Name of Company) on behalf of the corporation or LLC,
who is personally known to me or who has produced _____ as identification
and who did (did not) take an oath.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

Sworn Statement – PUBLIC ENTITY CRIMES

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

- _____
2. and (if applicable) its Federal Employer Identification Number (FEIN) is _____
I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
- (i). A predecessor or successor of a person convicted of a public entity crime; or
 - (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____

Personally known _____

Produced Identification _____
(Type of Identification)

Notary Public - State of _____

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

EXHIBIT "B"

Bergeron Emergency Services, Inc.

Proposal to Provide

Debris Removal and Disaster Response/Recovery Services to the Town of Southwest Ranches

Dated 

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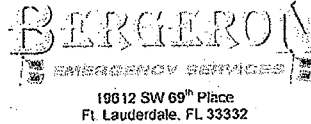
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TAB 1: QUALIFICATIONS: THE PROPOSERS ARE REQUIRED TO SUBMIT A SIGNED AFFIDAVIT OR AFFIRMATION THAT THEY REPRESENT THE PERSON OR FIRM AND HAVE THE FULL AUTHORITY TO SUBMIT THE RFP PROPOSAL AND TO BIND THE PERSON OR FIRM TO THE TERMS CONTAINED IN THE RFP.

Town of Southwest Ranches
RFP-022-11
Debris Removal and Disaster Response/Recovery Services

Transmittal Letter



April 14, 2011

Ms. Juanita Romance, Deputy Town Clerk
Town Hall
6589 SW 160th Avenue
Southwest Ranches, FL 33331

RE: Debris Removal and Disaster Response/Recovery Services- RFP 11-004

Dear Ms. Romance:

Bergeron Emergency Services, Inc. (BES) is pleased to submit this proposal for the above referenced RFP to the Town of Southwest Ranches for its consideration. BES is dedicated to providing the highest level of quality services; working within the time period required with regulatory compliance as to new task and has an unmatched record of success in the disaster recovery industry. Our goal is to provide those same services to the Town of Southwest Ranches, in addition to helping the Town maximize its federal reimbursements for such services.

History and Local Presence

BES is a wholly owned subsidiary of Bergeron Land Development, Inc. (BLD), specializing in heavy highway and civil construction. BLD is a privately owned corporation with its corporate offices located in western Broward County, Florida since its formation 46 years ago, in July of 1965. BLD has been providing disaster recovery services in the United States since 1992, starting with Hurricane Andrew in Homestead, FL. BES served affected communities under multiple disaster recovery contracts in 2004 through 2006, including eight municipalities in Broward County, the Broward County School Board, and multiple federal and state agencies, as further illustrated in our proposal. For example, in 2005 BES cleaned up a total of 278 schools in Broward County while still allowing school to be in session. BES has the ability to provide general contractor work for vertical contracts, as well as debris removal. BES is currently involved in a large-scale recycling project for Broward County Waste and Recycling Services. The project consists of processing more than 300,000 cubic yards of hurricane debris that had been stockpiled for over five years. BES screens, grinds, and hauls this material according to its composition and put to a beneficial use.

BES owns its equipment, which allows us to provide an immediate response to the Town's needs. This has been beneficial to the Town of Southwest Ranches in the past. Additionally, we have 12,000 gallons of rolling fuel to immediately serve the needs of the Town as well as over 50,000 gallons on site at our corporate offices. We invite the Town to come to our facility prior to selection of the contractor's for this RFP. We invite you to inspect our facility, and then inspect the facilities of our competitors to establish the local capacity of each proposer to deliver the services needed by the Town in a timely manner.

Value Added Services

With such a close proximity to the Town of Southwest Ranches, BES is amply qualified to assist the Town with debris removal and additional scopes of services that arise out of a disaster, as it has proven in the past. BES has even provided the Town of Southwest Ranches message boards, standby pumps, a fully committed generator and training services all free of charge. With the Bergeron Main Office and various properties bordering the Town of Southwest Ranches rapid response is immediate as we have shown in past instances. During Hurricane

Bergeron Emergency Services, Inc.

Town of Southwest Ranches
RFP-022-11
Emergency Debris Management

Transmittal Letter

Wilma in 2005, for example, BES managed the Town's Temporary Debris Staging and Reduction Site (TDSRS); performing segregation, reduction, and final disposal operations for 107,000 CY of hurricane generated debris. That same storm season BES opened and managed five of the largest TDSRS in the State's history and successfully conducted site management operations in excess of two million cubic yards (please see attached TDSRS map.) BES closed the sites in compliance with all applicable state, local, and federal agency requirements and specifications.

BES is the only contractor in contention to provide this "value added service". We have priced the RFP items pursuant to the requirements therein. However, BES is the only contractor positioned to provide an inherent cost savings by taking ownership of the Town's vegetative debris and not impacting Town property by establishing temporary debris sites. The debris will be removed from the curbside and hauled to our privately owned and permitted dumpsites. The debris is then processed and disposed of in accordance with applicable regulations. The gate fee at our facility is the same price as in past events, and the Town will be 100% reimbursed for its portion of the cost share by FEMA and the State. This will allow you to essentially eliminate the costs of reduction and disposal of vegetative debris and eliminate the impact of long-term storage of such debris on Town owned property.

Understanding of the Funding Process

Many of our clients have not faced a disaster before; it is our goal to assist them through the often cumbersome Public Assistance Program to maximize their reimbursement potential. BES has a thorough understanding of the federal disaster recovery funding programs available to the Town. This basic but very, very important understanding of the federal funding resources available to the Town for disaster recovery costs could be the difference of weeks versus months of receiving reimbursement for monies expended.

The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA), through its Public Assistance (PA) Grant Program reimburses state and local governments and certain private non-profit organizations for the actual cost of work required as a result of a disaster. The program also provides funds for certain hazard mitigation projects. Eligible work is documented on a Project Worksheet (PW). The PW is used to record a detailed description of the work done, the scope of eligible work, estimated or actual cost, and special considerations associated with the project. FEMA then reviews, approves and obligates the entire federal share of that project. Once FEMA obligates a PW, the funds become immediately available to the State for disbursement to applicants. In order to facilitate the processing of the PA grants, FEMA distinguishes between emergency work and permanent work that requires repair or replacement of such things as roads, buildings and schools. FEMA further divides disaster-related work into seven categories. The use of Immediate Needs Funding (INF) allows for the applicant to request up to 50% of the initial damage assessment that was submitted for the disaster declaration process. If these funds are granted, they are deducted from the first and initial Project Worksheet.

Our work over the past storm seasons has enabled us to learn from our experiences and provide technical assistance services to our clients to interpret and comply with the FEMA Public Assistance program documentation requirements. Through our experiences with debris-related disaster relief services we have developed a process that allows clients to identify, submit and receive grant funds for disaster recovery reimbursement from agencies such as EPA, USDA, NRCS, FHWA and FEMA. The BES team will assist the client to define their Scope of Work, identify eligible damages, provide the client with information needed to prepare status reports required by governmental agencies, offer methods to successfully partner with federal and state officials, and provide information regarding "alternate and mitigation projects." BES has also been successful supporting our clients through audits with the aforementioned agencies.

Our flexible technical approach in combination with our strict quality control and company-owned resources have led to an industry proven standard in which our full-time staff will dedicate itself to the Town of Southwest Ranches' recovery efforts should it face a disaster of any type, natural or man-made.

Bergeron Emergency Services, Inc.

Town of Southwest Ranches
RFP-022-11
Emergency Debris Management

Transmittal Letter

Bergeron Parent Subsidiary Statement

Bergeron Emergency Services, Inc. (BES) is a wholly-owned subsidiary of Bergeron Land Development, Inc. (BLD). In addition, Bergeron Land Development of Central Florida, Inc. its sister corporation, is also wholly-owned by BLD. Wherever in this proposal BES mentions the use of resources owned or controlled by its sister corporation, other affiliated concerns, or its parent corporation in the performance of the contract subject to this procurement, then these Bergeron entities have authorized and committed such resources to the performance of this contract. BES and its sister and parent company maintain a close alliance so as to ensure that the requirements of the contract will be achieved. To the extent that BES has provided the financial statements of any of these Bergeron entities and the Town of Southwest Ranches is relying on such financial statements to determine the financial capability or responsibility of BES, then such Bergeron entities accept financial responsibility for BES to the extent necessary to provide assurances to the Town of Southwest Ranches. The people authorized to submit this proposal on behalf of BES also have the authority bind any of these sister or parent corporations. The authorized agents of BES are Ronald M. Bergeron, Jr. - Vice President, Ronald M. Bergeron, Sr. - President and Phil DeSai, CFO. They can be reached using the means below.

19612 SW 69th Place
Fort Lauderdale, FL 33332
Phone: (954) 680-6100
24-Hrs: (888) 599-6110
E-Fax: (866) 757-7656

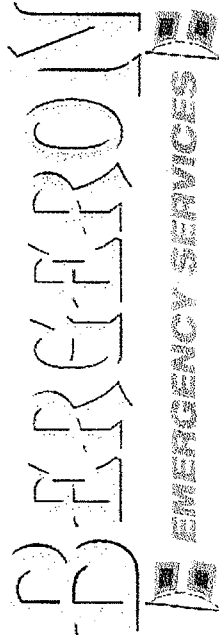
Please accept this transmittal letter and proposal as a firm and irrevocable statement by which BES believes itself to be the most qualified firm to perform the necessary tasks outlined in this request for "Debris Removal and Disaster Response/Recovery Services."

Sincerely,

Ronald M. Bergeron, Jr.
Vice President

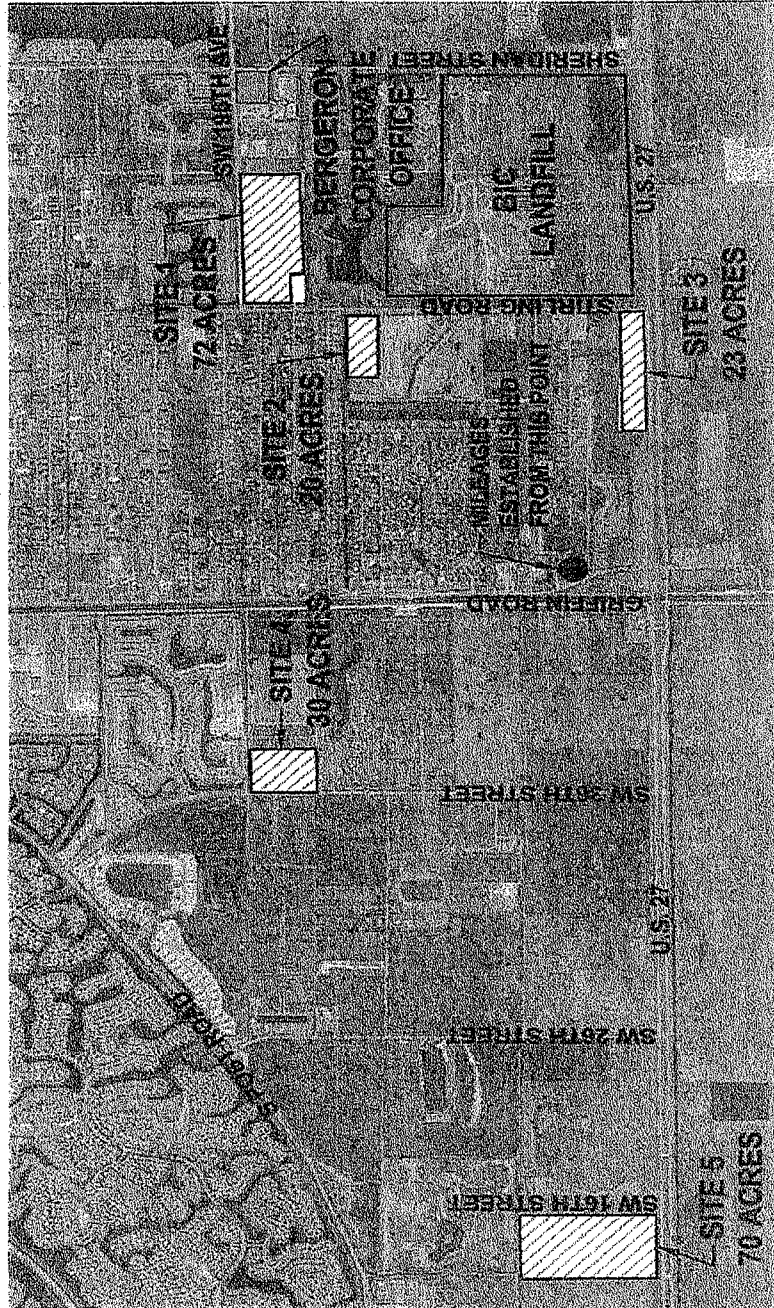
Bergeron Emergency Services, Inc.

APPROXIMATE DISTANCE IN MILES:	APPROXIMATE CENTER OF TOWN:
MIRAMAR =	8.5 MILES
PEMBROKE PINES =	7.5 MILES
SOUTHWEST RANCHES =	2.5 MILES
DAVIE =	11.0 MILES
PLANTATION =	11.5 MILES
COOPER CITY =	10.0 MILES
WESTON =	9.0 MILES
HOLLYWOOD =	3.0 MILES
	14.0 MILES



TDSRS SITES "2007"

BROWARD COUNTY LOCATION MAP



Town of Southwest Ranches RFP 11 -004

Debris Removal and Disaster Response /Recovery Services

TAB 1: PROPOSERS MUST IDENTIFY THE KEY PERSONNEL WHO WOULD WORK WITHIN THE TOWN IN A RECOVERY PROJECT.

RESUMES OF EACH PERSON SHOULD BE PROVIDED WITH EMPHASIS BEING GIVEN TO THEIR EXPERIENCE WITH SIMILAR

WORK. IF RESUMES ARE NOT AVAILABLE AT THE TIME THE PROPOSAL IS SUBMITTED, PROPOSER SHOULD PROVIDE A LISTING

OF EACH PERSONS QUALIFICATIONS, EDUCATION, EXPERIENCE, ETC.

Personnel Roles and Responsibilities

The BES Staff Organizational chart is indicative of the core management flexibility utilized during debris removal

operations. Functional job descriptions and corresponding responsibilities of the staff members that will be directly

involved with debris removal services are described below. Project staff resumes are also included this section for

further information. Key staff resumes are attached.

tota

Mike Barba

o ,

Sean Maxson

o

1

Public Assistance program , I

m @ntatror by staff Bnd client representatives

Bergeron Emergency Services, Inc. Page - 7 -

<p>Data Center Manager(s) Sharlene Cummings Alexii Nazario Maite Esquivel</p>	<ul style="list-style-type: none"> o Data Center coordination that includes daily shipments of tickets from project managers who oversee and manage field operations; ticket handling (categorizing by debris type and municipality, ordering numerically, batching); processing of tickets for all stations and stages of quality control (scanning, verifying, correcting, filing), exporting all data in to our client accessible database, all in an expeditious and timely manner. o Billing of all debris management services provided to each client, followed by reconciliation of invoicing and receiving of payments until all contractual obligations are fulfilled with client satisfaction being high priority o Subcontractor support pertaining to ticket processing procedures, subcontractor payment processing, subcontractor job ending reconciliation o Miscellaneous administrative functions
<p>Subcontractor Manager(s) Eric Morrison Andre Lacov</p>	<ul style="list-style-type: none"> o Subcontractor(s) agreement and Insurance requirements o W-9 Form Administration o Miscellaneous administrative functions
<p>Program Manager(s) On-Call</p>	<ul style="list-style-type: none"> o Oversight of all field operations including equipment, personnel (salary and subcontract), field management staff, and site management operations o Provides the local unit of government with a liaison for continuity between the government entity and contractor o Serves as a quality control inspector for all operations to provide the client with pertinent data concerning field operations
<p>Fleet Managers Terry Bohannon Kim Perry</p>	<ul style="list-style-type: none"> o Responsible for oversight of crews o Maintenance of crew equipment o Status reports for Field Supervisors o Proper equipment requests for adequate operations o Compliance of work o Management of staging site and reduction operations o Supervision of inspection tower operations and personnel o Proper documentation of truck measurements o Proper documentation of truck numbering o Status reports to Field Supervisors o Quality Control of TDSRS operations o Proper segregation operations o Site safety
<p>Subcontractors Sub-consultants</p>	<ul style="list-style-type: none"> o Support work efforts as directed by BES staff
<p>Field Contract Administrator Lisa Douglas</p>	<ul style="list-style-type: none"> o Provides field construction contact administration to construction field office o Maintains all correspondence files and correspondence logs; prepares and maintains all shop drawings, logs; maintains project time sheets and assures proper costs are applied o Assists project manager in updating of project schedules; maintains daily construction quantity logs; assists in the preparation of monthly project payment requests; serves as liaison to resolve complaints between field operation and effect residents and effect business within the construction zones

Town of Southwest Ranches RFP 11 -004

Debris Removal and Disaster Response /Recovery Services

Bergeron Emergency Services, Inc. Page - 9 -

,11 Wpm

OWNER/FOUNDER

DISASTER RECOVERY EXPERIENCE

Operations Incident Commander for the following projects:

Broward County, Solid Waste and Recycling, Division - 2010

Fort Lauderdale, Florida

Scope of Work: Processing and disposal of all vegetative and non vegetative material to landfill and recycling locations.

PROFILE

J.R. Bergeron has over 20

BP Oil Spill- 2010

years of emergency services,

Mobile, Alabama

heavy construction, design

Scope of Work: Oversaw daily logistical operations for marine vessel laydown yards build, and site development

including: boom deployment, decontamination of vessels and skimmer deployment.

experience. As the

Monitored all incoming and outgoing resources for the Deepwater Horizon project.

owner /founder of Bergeron

Emergency Services, Inc. he

Commonwealth of Kentucky - Ice Storm -2009

coordinates bidding, contract

Clients: Grayson County (KYTC District 4), Christian County (KYTC District 3), Hart County negotiations, control and

(KYTC District 7), Logan County (KYTC District 5), Ballard County (KYTC District 1), Hardin

management of all projects

County (KYTC District 4)

from municipal disaster

Scope of Work:, Clearing, Debris Removal, Dumping

recovery contracts and FDOT

projects to SFWMD and U.S.

Hurricane Wilma — 2005 -2006

Army Corp of Engineers

Clients: City of Plantation, Town of Davie, City of Hollywood, Town of Southwest Ranches, endeavors. His breadth of work

City of Pembroke Pines, City of Miramar,. Cooper City, City of Weston, School: Board of spans across various county

Broward County, City of Tamarac, Florida Department of Transportation. for Palm. Beach, agencies throughout South

Miami Dade and Orange Counties

and Central Florida, especially

Scope of Work: Managed own TDSRS

Broward County. He has administered operations of Hurricane Katrina- 2005 projects over \$137 million in

Clients: Miami Dade County, Florida Department of Transportation in Broward, Palm the Bergeron South Florida Beach, Miami Dade and Orange Counties,. City of Dorai, City of Coral Gables, Village of Office.

Pinecrest, City of Pembroke Pines, City of Tamarac, City of Miami,

Scope of Work: Clearing, Debris Removal, Stump Removal, Disposal & Dumping, Managing own TDSRS

Hurricane Frances — 2004 -2005

Client: Florida Department of Transportation

Scope of Work` Supplied Fuel to Turnpike Service Stations, First Response, Emergency Push

Hurricane Frances — 2004 -2005

Clients: Palm Beach County, Palm Beach Gardens, Town of Manalapan, Town of Highland Beach

Scope of Work:.Clearing, Debris Removal, Disposal, Stump Removal & Dumping

Hurricane Ivan — 2004 -2005

Clients: Palm Beach Gardens, Town of Manalapan, Town of Highland Beach, Florida Department of Transportation,

Scope of Work: Clearing, Debris Removal, Disposal & Dumping

Hurricane Jeanne — 2004 -2005

Hurricane Charlie — 2004 -2005

Hurricane Andrew -1992

Bergeron Emergency Services, Inc. Page - 9 -

Brian Thomason

VICE PRESIDENT

PROFILE

Mr. Thomason is a senior manager who led numerous disaster relief operations with direct responsibility for resolution of program issues associated with all categories of the FEMA Public Assistance Program. Drawing from past experiences as an Emergency Manager, he has assisted local units of government with recovery efforts stemming from natural disasters, and is experienced in managing a full range of recovery projects from conception to completion. Prior to working for BES, he served as Cumberland County, N.C. Emergency Management Agency, Deputy Director with duties that included coordination of Emergency Management Operations countywide. As a firefighter, Mr. Thomason also served as a Hazardous Materials Response Specialist and was assigned to the NC Hazardous Materials Regional Response Team (RRT#3) and was requested on several occasions to provide Hazardous Materials Technician Training and Instruction, Confined Space Training and Trench Rescue Training through the NC Department of Insurance in various locations throughout the state

CERTIFICATIONS

Incident Command System (ICS) certified; Instructor

Hazardous Materials Response Trainer

Certified Instructor (NC) Hazardous Materials and Fire Services

Operations coursework associated with Emergency Manager Accreditation

National Incident Management System (NIMS) certified

DISASTER RECOVERY EXPERIENCE

2010 Broward County, Solid Waste and Recycling Division -Processing and disposal of all vegetative and non vegetative material to landfill and recycling locations.

2010 BP Oil Spill- Oversaw daily logistical operations for marine vessel laydown yards including: boom deployment, decontamination of vessels and skimmer deployment. Monitored all incoming and outgoing resources for the Deepwater Horizon project.

2009 Ice Storm- Cleanup in Ballard and Hart Counties for the State of Kentucky Transportation Cabinet

2008 Hurricane Ike- Cleanup in the communities of Baytown, El Lago, Galveston, Nassau Bay, Piney Point Village and Taylor Lake Village, Texas

2007 Tornado- Recovery in the Town of Lady Lake, Florida

2006 Red Tide- Cleanup in the Town of Long Boat Key and other miscellaneous west coast Florida communities

2005 Hurricanes Dennis, Katrina, Rita and Wilma- Debris cleanup and management following for applicants located in 23 Florida communities

2004 Hurricanes/Tropical Storms: Charley, Frances, Ivan, Jeanne- Debris cleanup for applicants in 43 Florida communities

2003 Hurricane Isabel- Cleanup for 9 of 13 jurisdictions who are members of the Central Virginia Waste Management Authority

2003 Emergency Road Repairs - Levy County

2002 Public Utilities Sewer Breach -Venice, FL

2002 Ice Storm Cleanup -Independence, Mo.

2002 Hurricane Lili- Cleanup in the communities of Crowley and Carencro, Louisiana

2001 Ice Storms -Response for the Arkansas State Highway and Transportation Department

2001 Red Tide Cleanup- Town of Long Boat Key, miscellaneous west Florida cities

2000 Flood Cleanup- City of Sweetwater, FL

1999 Tornadoes- in Del City, OK; Vienna, GA; USDA NRCS, OK;

1999 Train Derailment/Fighter Plane- Brandon CSX Train derailment; Patrick AFB F-16 recovery

1999 Hurricane Floyd- 20 Separate communities stretching from Key West, FL; Charleston, SC; Chatham County, GA to the NC/Virginia State Borders in Murfreesboro, NC.

1998 Tornadoes- DeKalb, Gwinnett, Lincolnton Counties, GA; Osceola County, Florida

1998 Beach Restoration- North Top Sail Beach, NC

1998 Fires- Port Orange, FL

1996 Beach Restoration- North Top Sail Beach, NC

Town of Southwest Ranches RFP 11 -004

Debris Removal and Disaster Response /Recovery Services

PROFILE

Michael has been employed by Bergeron Land Development, Inc. for the last 26 years and had served in numerous capacities throughout his career. He began as an equipment operator and advanced to foreman, superintendent and is currently the General Superintendent, over our South Florida operations. Michael can be counted on for his conscious, approach to safety, time management and job schedule.

CERTIFICATIONS

ATSSA Certified Traffic Safety Supervisor
ATSSA Certified Registered Flagger
OSHA Safety Training
Michael O'Bfien

GENERAL SUPERINTENDENT

DISASTER RECOVERY EXPERIENCE

Client: Broward County, Solid Waste and Recycling Division- 2010
Superintendent

Scope of Work: Processing and disposal of all vegetative and non vegetative material to landfill and recycling locations.

Commonwealth of Kentucky Ice Storm -2009
Superintendent

Clients: Grayson County (KYTC District 4), Christian County (KYTC District 3), Hart County (KYTC District 7), Logan County (KYTC District 5), Ballard County (KYTC District 1), Hardin County (KYTC District 4)

Scope of Work: Clearing, Debris Removal, Dumping

Hurricane Wilma — 2005 -2006
Superintendent

Clients: City of Plantation, Town of Davie, City of Hollywood, Town of Southwest Ranches, City of Pembroke Pines, City of Miramar, Cooper City, City of Weston, School Board of Broward County, City of Tamarac, Florida Department of Transportation for Palm Beach, Miami Dade and Orange Counties

Scope of Work: Managed own TDSRS

Hurricane Katrina- 2005

Superintendent

Clients: Miami Dade County, Florida Department of Transportation in Broward, Palm Beach, Miami Dade and Orange Counties, City of Doral, City of Coral Gables, Village of Pinecrest, City of Pembroke Pines, City, of Tamarac, City of Miami,

Scope of Work: Clearing, Debris Removal, Stump Removal, Disposal & Dumping, Managing own TDSRS

Hurricane Frances — 2004 -2005

Superintendent

Client: Florida Department-of Transportation

Scope of Work: Supplied Fuel to Turnpike Service Stations, First Response, Emergency Push

Hurricane Frances — 2004 -2005

Superintendent

Clients: Palm Beach County, Palm. Beach Gardens, Town of Manalapan, Town of Highland Beach

Scope of Work:. Clearing, Debris Removal, Disposal, Stump Removal & Dumping

Hurricane Ivan — 2004 -2005

Hurricane Jeanne- 2004 -2005

Hurricane Charlie- 2004 -2005

Hurricane Andrew -1992

Bergeron Emergency Services, Inc. Page -11 -

Casey Hojara

SENIOR PROJECT MANAGER

Casey has extensive experience in disaster recovery from estimating, planning and scheduling through supervising and project management. Casey recently completed a large-scale recycling project for Broward County Waste and Recycling Services. The project consisted of handling over 234,000 cubic yards of hurricane debris that had been stockpiled for over five years.

DISASTER RECOVERY EXPERIENCE

Client: Broward County, Solid Waste and Recycling Division- 2010

Sr. Project Manager

Scope of Work: Processing and disposal of all vegetative and non vegetative material to landfill and recycling locations.

Commonwealth of Kentucky - Ice Storm-2009

Sr. Project Manager

Clients: Grayson County (KYTC District 4), Christian County (KYTC District 3), Hart County (KYTC District 7), Logan County (KYTC District 5), Ballard County (KYTC District 1), Hardin County (KYTC District 4)

Scope of Work: Clearing, Debris Removal, Dumping

Hurricane Wilma – 2005-2006

Project Manager

Clients: City of Plantation, Town of Davie, City of Hollywood, Town of Southwest Ranches, City of Pembroke Pines, City of Miramar, Cooper City, City of Weston, School Board of Broward County, City of Tamarac, Florida Department of Transportation for Palm Beach, Miami Dade and Orange Counties

Scope of Work: Managed own TDSRS

Hurricane Katrina- 2005

Project Manager

Clients: Miami Dade County, Florida Department of Transportation in Broward, Palm Beach, Miami Dade and Orange Counties, City of Doral, City of Coral Gables, Village of Pinecrest, City of Pembroke Pines, City of Tamarac, City of Miami,

Scope of Work: Clearing, Debris Removal, Stump Removal, Disposal & Dumping, Managing own TDSRS

Hurricane Frances – 2004-2005

Project Manager

Client: Florida Department of Transportation, Palm Beach County, Palm Beach Gardens, Town of Manalapan, Town of Highland Beach

Scope of Work: Supplied Fuel to Turnpike Service Stations, First Response, Emergency Push, Clearing, Debris Removal, Disposal, Stump Removal & Dumping

Hurricane Ivan – 2004-2005

Project Manager

Clients: Palm Beach Gardens, Town of Manalapan, Town of Highland Beach, Florida Department of Transportation

Scope of Work: Clearing, Debris Removal, Disposal & Dumping

Hurricane Jeanne – 2004-2005

Hurricane Charlie- 2004-2005

CERTIFICATIONS

National Incident Management System (NIMS)

Debris Management (G202)
Community Disaster Response (TS PP6)

Florida Advanced Work Zone Traffic Control Course for The American Traffic Safety Services Association (ATTSA)

Qualified Stormwater Management Inspector (DEP)

CPR/ First Aid Certified

Occupational Safety and Health Administration (OSHA) 30 Hour Course & Disaster Reconstruction Certification

Hazwoper 40 Hour Course

Post Hurricane Reconstruction Course (ABC)

Course for Transfer Station Operators and Material Recovery Facilities – 16 Hour

Mark Franklin

PROJECT MANAGER

Mark's extensive experience in disaster recovery and construction and has served in numerous capacities throughout his career. As a project manager over national and international operations he can be counted on for his conscious approach to safety, time management and job schedule.

PROFESSIONAL/ DISASTER RECOVERY EXPERIENCE

BP Oil Spill- 2010

Project Manager

Oversaw daily logistical operations for marine vessel laydown yards including: boom deployment, decontamination of vessels and skimmer deployment. Monitored all incoming and outgoing resources for the Deepwater Horizon project.

Hurricane Wilma – 2005-2006

Subcontractor

Clients: City of Plantation, Town of Davie, City of Hollywood, Town of Southwest Ranches, City of Pembroke Pines, City of Miramar, Cooper City, City of Weston, School Board of Broward County, City of Tamarac, Florida Department of Transportation for Palm Beach, Miami Dade and Orange Counties

Scope of Work: Aided in the management of TDSRS sites

Hurricane Katrina- 2005

Subcontractor

Clients: Miami Dade County, Florida Department of Transportation in Broward, Palm Beach, Miami Dade and Orange Counties, City of Doral, City of Coral Gables, Village of Pinecrest, City of Pembroke Pines, City of Tamarac, City of Miami,

Scope of Work: Clearing, Debris Removal, Stump Removal, Disposal & Dumping, and Aiding in the Management of TDSRS Sites

Isles of Weston: 500 Acre Residential Development- \$12 M

Project Manager

Supervised new residential community construction including: underground, excavation and embankment, road pavement, signs, building pads, sidewalks and landscape. This was one of the last communities built in City of Weston and has more than 500 houses.

Turnpike Authority: Sawgrass Expressway- \$26 M

Project Manager

Provided supervision for this expressway on every detail. Resurfaced and widened 16 miles of road from Sunrise to Atlantic Blvd. Responsible for all equipment and personnel involved with the project and monitored the safety of crews that were on the road.

Ft. Lauderdale Airport remote parking facility

Project Superintendent

Responsible for enforcing policy and produces. Supervised the construction having meeting with the project superintendents. Planned and organized equipment and personnel involved in this project.

North Perry Airport runway expansion

Project Superintendent

Project Superintendent who was responsible for planning and supervision of project. Also responsible for all traffic control plans and operations including specific setting up and monitoring maintenance of traffic to ensure crew safety. Responsible for the proper use of PPE equipment all personnel had on. Monitored the safety of crews that were on the road. and conducted safety tool box meetings on a weekly basis

EDUCATION

19 Semester Credits Including:
Business Management and
General Contracting

CERTIFICATIONS

ATSSA Certified Traffic Safety
Supervisor

ATSSA Certified Registered
Flagger

30 Hr OSHA Safety Training

Hazwoper 40 Hour Course

Lisa Douglas

PROJECT COODINATOR

Lisa has extensive experience in disaster recovery from monitoring all debris recovery efforts from start to finish, has worked effectively with County Officials, engineers, contractors, inspectors and FEMA Representatives.

DISASTER RECOVERY EXPERIENCE

BP Oil Spill-2010

Project Coordinator

Client: Resolve Marine

Scope of Work: Responsible for purchasing & receiving all marine & safety equipment and directing placement of supplies and equipment for vessels that were deployed placing boom, skimming operations & decontamination barge sites for The Deepwater Horizon Project

Hurricane Dennis-2005

Field Contract Administrator

Client: Escambia County, Santa Rosa Island Authority

Scope of Work: Responsible for the monitoring of all debris & sand recovery efforts from start to finish including beach and sand dune restoration, debris management and reduction yard monitoring. Worked effectively with Beach & County Officials, engineers, contractors, inspectors and FEMA representatives

Hurricane Ivan-2004

Field Contract Administrator

Client: Escambia County, Santa Rosa Island Authority

Scope of Work: Responsible for the monitoring of all debris & sand recovery efforts on Pensacola Beach, including directing and mobilizing subcontractors & monitors, securing Right of Entry (ROE's), reduction yard management and beach restoration.

Hurricane Charlie, Gene & Frances – 2004-2005

Project Coordinator

Client: Seminole and Hardee County, FL

Scope of Work: Coordinated and trained monitors to assure debris monitoring complied with FEMA guidelines. Compiled and organized monitoring tickets reporting daily debris activity and daily totals to the County Solid Waste Director to assist in keeping the public and county officials up to date of debris recovery efforts and recovery scheduling. Additionally provided assistance with paperwork and monitoring Right of Entry (ROE) debris removal. Worked effectively with State Officials, contractor's, inspectors, county and city officials and FEMA representatives.

CERTIFICATIONS

National Incident Management System (NIMS)

Debris Management & Removal (G202) (TS RM2)

Florida Advanced Work Zone Traffic Control Course for The American Traffic Safety Services Association (ATTSA)

Occupational Safety and Health Administration (OSHA) 30 Hour Course & Disaster Reconstruction Certification

Post Hurricane Reconstruction Course (ABC Course)

Glauce Brasil

PROJECT MANAGER/QUALITY CONTROL MANAGER/ESTIMATOR

Glauce has extensive experience in construction from estimating, planning and scheduling through supervising and project management. Her direct construction experience includes earthwork, roadway, limerock base, utilities, concrete paving, asphalt paving and bridge work. She is a qualified QC Manager for Florida DOT and has experience in supervising quality control on various road projects.

EDUCATION

Federal University of Ceara (UFC)
Ceara, Brazil
Graduate Degree in Production
Engineering
Undergraduate Degree in Civil
Engineering

CERTIFICATIONS

Qualified Stormwater
Management Inspector

Quality Control Manager – Florida
DOT

LIMS Certified - Florida DOT

Nuclear Gauge Safety Training

Hazmat Certified – USDOT

PROFESSIONAL EXPERIENCE

Execution Several Estimates including I-595 (\$89M) – FDOT District 4 / Dragados; Tamiami Trail (\$82M) – U.S. Army Corps of Engineers & 45th Street & Jog Rd (\$18M) – Palm Beach County

FDOT District 4/City of Pembroke Pines: Pines Blvd & I-75 Interchange Pembroke Pines, FL

\$10.2M

Project Manager responsible for schedule and execution of reconstruction of four new ramps on and off I-75 including earthwork, paving, signalization, underground and landscaping. First ramp had a Bonus which was fully achieved.

Turnpike Authority: SR 710 – New Interchange – Turnpike Mainline West Palm Beach, Florida

\$17M

Quality manager responsible for Planning and executing of new road including drainage, earthwork, paving and quality control, which included density control, concrete quality in drainage, earthwork and paving of two (2) miles of new roadway.

South Florida Regional Transit Authority: Tri-Rail New River Bridge Fort Lauderdale, Florida

\$7.5M

Project and quality management for T-Wall bridge approach construction and civil work, responsible for scheduling, planning and site preparation of the project, which included the muck removal on the site, T-Wall manufacturing and installation.

Turnpike Authority: Sawgrass Expressway, Fort Lauderdale, Florida

\$27M

Project Engineer responsible for planning and scheduling two-lane widening of the two lanes divided highway including three (3) bridges, drainage and seven (7) miles of roadway.

FDOT District 4: Andrews Avenue, Pompano Beach, Florida

\$4M

Quality manager responsible for scheduling of new road including drainage, earthwork, paving and quality control, which included density control, concrete quality in drainage, earthwork and paving of two (2) miles of new roadway.

Alexii Nazario

MARKETING COORDINATOR

Alexii is involved in direct oversight of invoicing, data management, and documentation retention for all BES projects. She is also responsible for subcontractor relations and RFP responses. Recently, Alexii was involved in the final audit and closeout of BES's Kentucky Transportation Cabinet projects. These projects spanned across four KYTC districts and five counties. Due to her tireless work, BES received letters of recommendation from all project areas.

EDUCATION

Florida International
University
Miami, Florida
Bachelors Degree: English

CERTIFICATIONS

NIMS (National Incident
Management System)

Debris Management
(G202)

FEMA Certified Public
Assistance Program
Manager

Disaster Reconstruction
Certification

Hazwoper 40 Hour Course

DISASTER RECOVERY EXPERIENCE

Client: Broward County, Solid Waste and Recycling Division- 2010

Quality Control Manager

Scope of Work: Processing and disposal of all vegetative and non vegetative material to landfill and recycling locations.

Tasks: Contract management, subcontractor management, invoice and billing administration.

BP Oil Spill- 2010

Quality Control Manager

Scope of Work: Oversaw daily logistical operations for marine vessel laydown yards including: boom deployment, decontamination of vessels and skimmer deployment. Monitored all incoming and outgoing resources for the Deepwater Horizon project.

Tasks: Contract management, subcontractor management, invoice and billing administration.

The Brickman Group – 2010

Quality Control Manager

Scope of Work: Debris Removal and Hauling

Tasks: Contract management, subcontractor management, invoice and billing administration.

Commonwealth of Kentucky - Ice Storm-2009

Quality Control Manager

Clients: Grayson County (KYTC District 4), Christian County (KYTC District 3), Hart County (KYTC District 7), Logan County (KYTC District 5), Ballard County (KYTC District 1), Hardin County (KYTC District 4)

Scope of Work: Clearing, Debris Removal, Dumping

Tasks: Contract management, subcontractor management, invoice and billing administration.

Eric L. Morrison

SPENCIAL PROJECTS MANAGER

Eric has extensive experience in Project Management from estimating, planning and scheduling through supervising.

WORK EXPERIENCE

CERTIFICATIONS

National Incident Management System (NIMS)

Hurricane Management Community Disaster Response

Florida Advanced Work Zone Traffic Control Course for The American Traffic Safety Services Association (ATTSA)

Occupational Safety and Health Administration (OSHA) 30 Hour Course & Disaster Reconstruction Certification

EDUCATION

University of Florida
Degree Obtained: B.A. May 2004
Major: Political Science with a Degree Certificate in International Relations
Minor: Business Administration

2009- Present **Bergeron Land Development** **Fort Lauderdale, FL**
Special Projects Manager Land Development and Construction

- Managed several Land Development Projects for a private client
 - Established client contact and set up meetings to determine the necessary solutions according to the client's needs
 - Held site inspections and led the estimating team to produce timely and accurate bids and scopes of work
 - Handled on-site Project Management duties to ensure that our work performance was on-time, within budget and met the needs of the client
 - Oversaw the paper flow process for each project to make sure of proper payment to sub-contractors while operating the projects within budget
 - Maintained client relations to ensure their satisfaction with current work and to ensure the flow of new work opportunities
- Lead the purchase and subsequent land-banking of 76 developed residential lots in Palm Beach County, FL
 - Obtained and analyzed due-diligence documents
 - Performed research on the property to ensure the absence of any negative encumbrances
 - Drafted the purchase and sale contracts for our purchase and eventual sale in a quarterly lot-takedown structure

2008 **The Plaza Group** **Hollywood, FL**
Development Operations Manager Real Estate Development

- Drove the due-diligence and capital sourcing process behind a \$300MM Multifamily Opportunity Fund
 - Built and maintained a database of 35 active Multifamily projects in the Downtown Miami submarket
 - Developed a relationship to secure 50% LTC debt financing for the Fund
 - Produced data from economic research for equity partners' modeling effort
- Managed the defect remediation effort during post construction of a 40 story, 240 unit residential condominium tower
 - Worked with 3rd party professionals, general contractors and subcontractors, building management and legal counsel to learn whether defects were the result of design or construction and then develop a process for solving the problem
 - Contracted new professionals and contractors to fix design defects which could not be covered by original project professionals
 - Stayed within budget and worked with project equity partners to secure funds for remediation work

2006-2007	Fort Lauderdale, FL	Magna Casa
Project Manager		Real Estate Development
2005-2006	Deerfield Beach, FL	DR Horton
Land Development Project Manager		Real Estate Development
2004-2005	New York, NY	MPI Professionals
Business Analyst		Management Consulting
2003	Hollywood, FL	The Plaza Group
Development Intern		Real Estate Development

Margie Lyn Rosenthal

HR/SAFETY DIRECTOR

Margie Provides Bergeron Emergency Services with an experienced, seasoned HR/Safety Professional who guarantees employee retention and a safe productive work place.

WORK EXPERIENCE

May 1998 - Present Bergeron Land Development, Inc. Pembroke Pines, F

Land Development/Road Construction

HR/Safety Director

- Drafted Policies, Procedures & Safety Manual
- Arrange for Safety Training and Conducted Railroad Safety Training
- Company Representative for Law Suits, Hearings, Mediations involving Safety and HR Issues
- Benefit & 401(k) Administration, & Selection
- Recruiting
- FMLA/ADA/EEO/ERISA Administration
- Communications Director handling Telecommunications/Internet

April 1996 – May 1998 Simione Central Pompano Beach, F

HR Director

Producer of Home Healthcare Software

- Revised and Drafted New HR Policies
- Developed innovated Hiring Sources, Conducted Employee Reviews, & developed new Counseling Sessions to assure employee retention
- Administered ADP Payroll
- Organized Training and Employee Development Seminars

May 1991 – Feb 1996 Reuter Recycling Pembroke Pines, FI

HR/Safety/Public Relations Director

Recycling/Composting Plant

- Revised and Drafted New HR/Safety Policies for new \$60,000,000 Recycling Plant
- Hiring, Terminations, Employee Reviews
- Administered ADP Payroll
- Instituted Safety Training
- Acted as Company Liaison with the Media, Civic Organizations and Community-at-large to enhance company image

CERTIFICATIONS

Professional Safety Certification-
National Safety Council

Occupational Safety and Health
Administration (OSHA) 30 Hour
Course & Disaster Reconstruction
Certificate

Railroad Safety Trainer

Cobra Administration Certificate

Miramar-Pembroke Chamber of
Commerce: Chairman
Government Relations Advisory
Board, Chairman Installation
Dinner, Leadership VI Graduate,
President's Award '93 -'94, '94
-'95

PHIL DESAI, CPA

CHIEF FINANCIAL OFFICER

Phil has extensive financial and operations experience. Strengths include general ledger, financial statements, financial analysis, budgeting, information systems, cash management and internal and external reporting.

WORK EXPERIENCE

CHIEF FINANCIAL OFFICER 1998-Present

Bergeron Family of Companies, Inc.

Manage financial and accounting functions for construction, real estate and mining conglomerate with annual sales of \$100 million. Group's real estate portfolio comprises of warehouses, self storage facilities, raw land, and triple net leases. Real estate portfolio under management valued in excess of \$ 200 million.

Accountability extends to financial statements, profit/cash flow analysis, and management of multiple lines of credit. Oversight of employee benefit programs, including health, dental and 401-K plans. As a management team member, participates in strategic planning, including expense forecasting, tax planning and cash management/investment strategies. Acting liaison with IT vendors including management of data networks, different hardware and software.

Corporate liaison with various financial institutions, attorneys, surety, insurance companies and auditors (accounting firm, IRS, Property Tax Assessors).

SENIOR AUDITOR 1996-1998

Morrison, Brown & CO CPA's, Miami FL

SENIOR INTERNAL AUDITOR 1994-1996

John Alden Financial Corporation, Miami FL

SENIOR ACCOUNTANT and AUDITOR 1994-1985

Price Waterhouse Coopers and other accounting firms, Miami, FL

EDUCATION

Certified Public Accountant-Georgia

Chartered Accountant and Bachelors in Business Administration

Member-Construction Financial Management Association and American Institute of Certified Public Accountants

Certified Business Manager

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

CASEY D HOJARA

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00700.a
National Incident Management System (NIMS)
An Introduction**

Issued this 25th Day of June, 2009

Casey D. Hojara, PhD
Supervisor
Emergency Management Institute



03 IACET CEU

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

CASEY D HOJARA

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.a
Introduction to the Incident Command System,
ICS-100**

Issued this 20th Day of July, 2009

Casey D. Hojara, PhD
Supervisor
Emergency Management Institute

03 IACET CEU

Emergency Management Institute



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National Incident Management System (NIMS)
An Introduction**

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Supervisor
Emergency Management Institute



03 IACET CEU

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

CASEY D HOJARA

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00800.b
National Response Framework, An Introduction**

Issued this 20th Day of July, 2009

Casey D. Hojara, PhD
Supervisor
Emergency Management Institute

03 IACET CEU

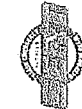


23rd Annual
Governor's Hurricane Conference
Fort Lauderdale, Florida May 10-13, 2009
IS 302 DEBRIS MANAGEMENT & REMOVAL (300)
(0.3 CREDIT HOURS)

Training Session

Certificate of Attendance

CASEY HOJARA



Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

ALEXII R NAZARIO

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00700.a
National Incident Management System (NIMS)
An Introduction**

Issued this 1st Day of June, 2009



0.3 IACET CEU

Casey Holara
Casey Holara, PhD
Supervisor
Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

MIKE R O'BRIEN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00700.a
National Incident Management System (NIMS)
An Introduction**

Issued this 1st Day of July, 2009



0.3 IACET CEU

Casey Holara
Casey Holara, PhD
Supervisor
Emergency Management Institute



2nd Annual
Governor's Hurricane Conference
For Localities: Monday, May 10-13, 2009
IN THE EVENING HALLWAY & PERIAL COMMUNITIES FOR BUSINESS
NEW JERSEY COUNTY CASERTY, NY
COMMUNITY DEVELOPMENT GROUP PLANNING CENTER

Training Session

Casey Holara
Certificate of Attendance

CASEY HOLARA



Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

RONALD M BERGERON JR.

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00700.a
National Incident Management System (NIMS)
An Introduction**

Issued this 1st Day of July, 2009



0.3 IACET CEU

Casey Holara
Casey Holara, PhD
Supervisor
Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

EDWARD W PRATT

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 1st Day of July, 2009



0.3 IAOETI CEU

[Signature]
Curtis Lybrance, PhD
Superintendent
Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

EYLEEN BELLO

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 1st Day of July, 2009



0.3 IAOETI CEU

[Signature]
Curtis Lybrance, PhD
Superintendent
Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

JOSHUA K BROOKS

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 27th Day of July, 2009



0.3 IAOETI CEU

[Signature]
Curtis Lybrance, PhD
Superintendent
Emergency Management Institute

Emergency Management Institute



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This Certificate of Achievement is to acknowledge that

MICHAEL L BARBA

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 30th Day of June, 2009



0.3 IAOETI CEU

[Signature]
Curtis Lybrance, PhD
Superintendent
Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

ROGERIO BRASIL

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 20th Day of July, 2009



0.1 IA CET CEU

Robert B. Morin
Center, Lawrence, PhD
Superintendent
Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

ROBERT B MORIN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 20th Day of July, 2009



0.1 IA CET CEU

Robert B. Morin
Center, Lawrence, PhD
Superintendent
Emergency Management Institute

Emergency Management Institute



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This Certificate of Achievement is to acknowledge that

LESLIE K CORNETT

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 1st Day of July, 2009



0.1 IA CET CEU

Donnie N. Bergeron
Center, Lawrence, PhD
Superintendent
Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

DONNIE N BERGERON

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 1st Day of July, 2009



0.1 IA CET CEU

Donnie N. Bergeron
Center, Lawrence, PhD
Superintendent
Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

ERIC L MORRISON

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 2nd Day of July, 2009



03 IACET CEU

Eric L Morrison
Course Approval
Supervisor
Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

GLAUCE BRASIL

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 2nd Day of July, 2009



03 IACET CEU

Glauce Brasil
Course Approval
Supervisor
Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

BRIAN R HARRIS

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 30th Day of June, 2009



03 IACET CEU

Brian R Harris
Course Approval
Supervisor
Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

LISA D DOUGLAS

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 2nd Day of July, 2009



03 IACET CEU

Lisa D Douglas
Course Approval
Supervisor
Emergency Management Institute



Department of Environmental Protection
2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

August 19, 2009

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let me know if there are any errors in the certificate or card, or in the grading of your exam. If I can be of further assistance, please do not hesitate to contact me at 850/245-8294 or via email: halton.dunford@dep.state.fl.us

Casey Hojara
Bergeron Land Development, Ft. Lauderdale
19612 SW 69th Place
Ft. Lauderdale, FL 33332

DEPARTMENT OF ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM
Casey Hojara
Class Date: August 14, 2009 Inspector Number: 22126
QUALIFIED STORMWATER MANAGEMENT INSPECTOR



Department of Environmental Protection
2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

August 19, 2009

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

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Donald Bergeron
Bergeron Land Development, Ft. Lauderdale
19612 SW 69th Place
Ft. Lauderdale, FL 33332

DEPARTMENT OF ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM
Donald N. Bergeron
Class Date: August 14, 2009 Inspector Number: 22126
QUALIFIED STORMWATER MANAGEMENT INSPECTOR



Department of Environmental Protection
2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

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Roger Brasil
Bergeron Land Development, Ft. Lauderdale
19612 SW 69th Place
Ft. Lauderdale, FL 33332

DEPARTMENT OF ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM
Roger Brasil
Class Date: August 14, 2009 Inspector Number: 22130
QUALIFIED STORMWATER MANAGEMENT INSPECTOR



Department of Environmental Protection
2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

August 19, 2009

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

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Rudy Trabanino
Bergeron Land Development, Ft. Lauderdale
19612 SW 69th Place
Ft. Lauderdale, FL 33332

DEPARTMENT OF ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM
Rudy Trabanino
Class Date: August 14, 2009 Inspector Number: 22131
QUALIFIED STORMWATER MANAGEMENT INSPECTOR





Department of
Environmental Protection
2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2402

August 19, 2009

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

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Keith Cornett
Bergeron Land Development, Ft. Lauderdale
19612 SW 69th Place
Ft. Lauderdale, FL 33332

DEPARTMENT OF
ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM

**Keith
Cornett**
Class Date: August 14, 2009 Inspector Number: 22127
QUALIFIED STORMWATER MANAGEMENT INSPECTOR



Department of
Environmental Protection
2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2402

August 19, 2009

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

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Melvin Gradiz
Bergeron Land Development, Ft. Lauderdale
19612 SW 69th Place
Ft. Lauderdale, FL 33332

DEPARTMENT OF
ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM

**Melvin
Gradiz**
Class Date: August 14, 2009 Inspector Number: 22128
QUALIFIED STORMWATER MANAGEMENT INSPECTOR

**QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR**

The undersigned hereby acknowledges that

Keith Cornett
has successfully met all requirements necessary to be fully certified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

Hal Lumford August 14, 2009 Inspector Number 22127 *Heather Ritchie* Training Director

**QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR**

The undersigned hereby acknowledges that

Melvin Gradiz
has successfully met all requirements necessary to be fully certified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

Hal Lumford August 14, 2009 Inspector Number 22128 *Heather Ritchie* Training Director



Department of
Environmental Protection
2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2402

August 19, 2009

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Edward Pratt
Bergeron Land Development, Ft. Lauderdale
19612 SW 69th Place
Ft. Lauderdale, FL 33332

DEPARTMENT OF
ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM

**Edward
Pratt**
Class Date: August 14, 2009 Inspector Number: 22126
QUALIFIED STORMWATER MANAGEMENT INSPECTOR

**QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR**

The undersigned hereby acknowledges that

Edward Pratt
has successfully met all requirements necessary to be fully certified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

Hal Lumford August 14, 2009 Inspector Number 22126 *Heather Ritchie* Training Director

CERTIFICATE OF COMPLETION

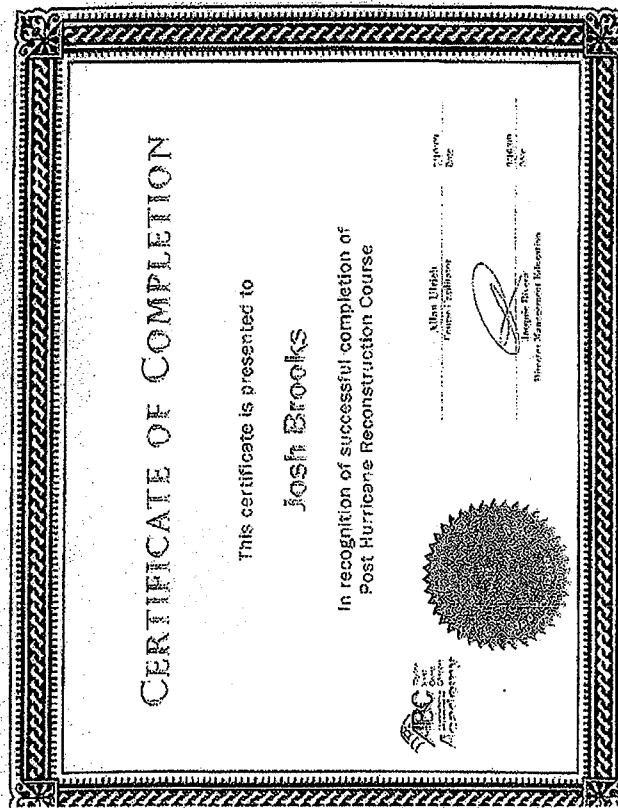
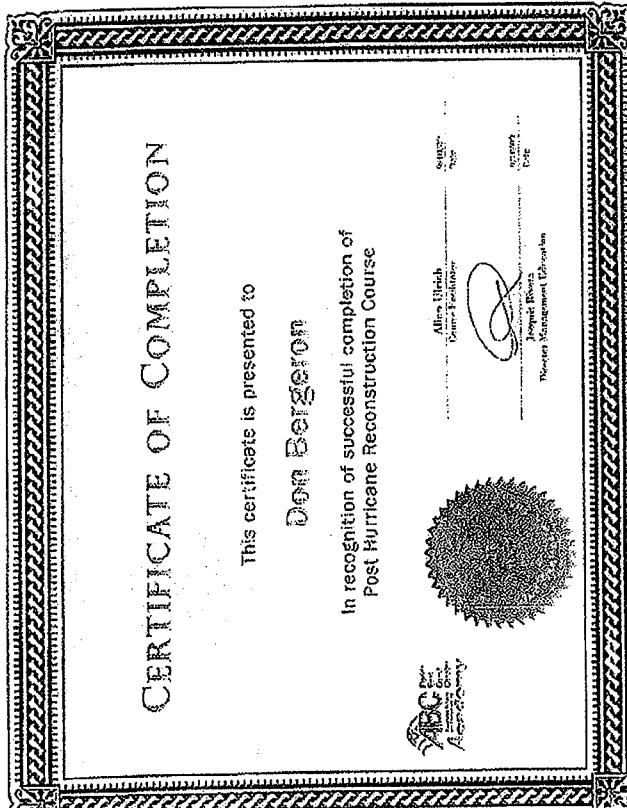
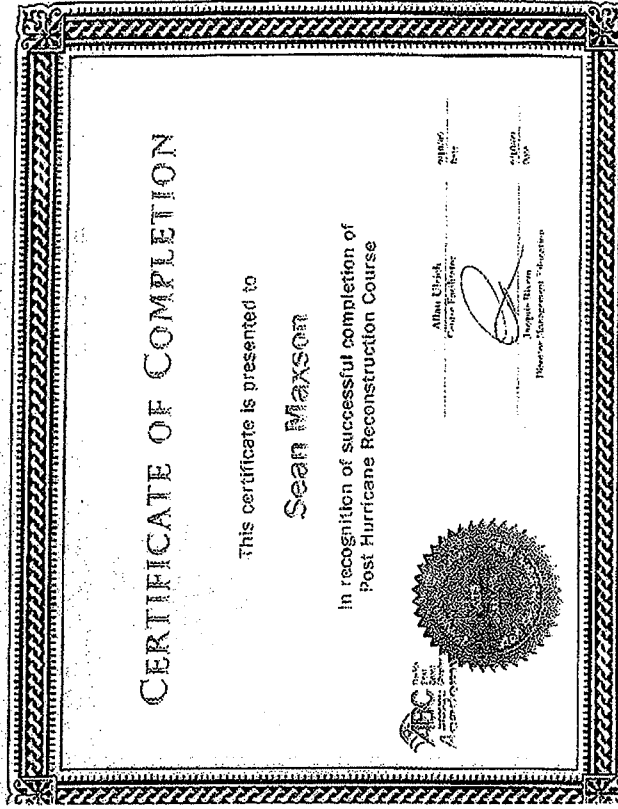
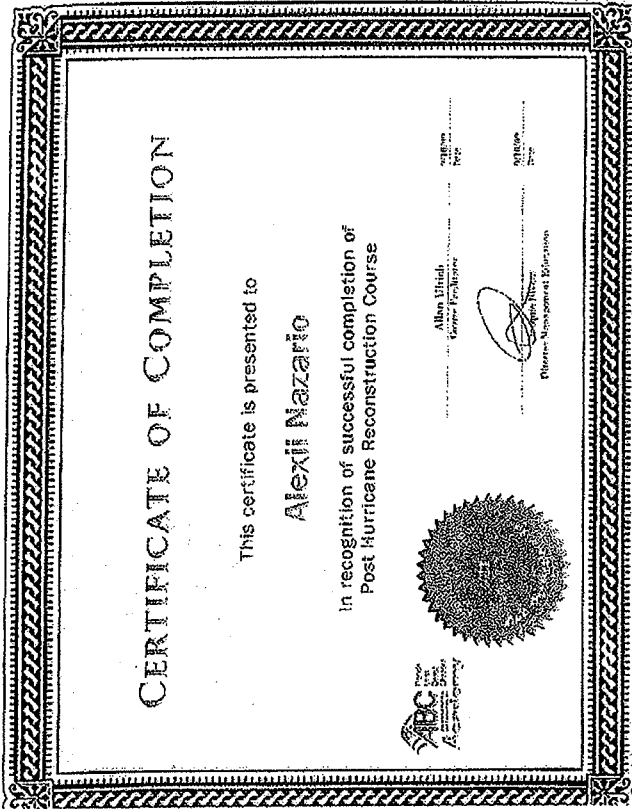
This certificate is presented to
Casey Hojara
In recognition of successful completion of
Post-Hurricane Reconstruction Course

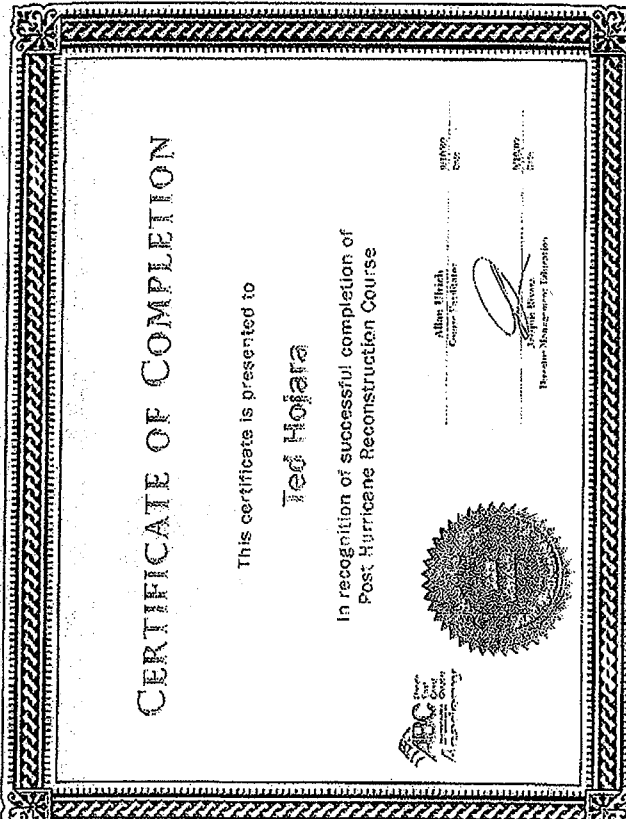
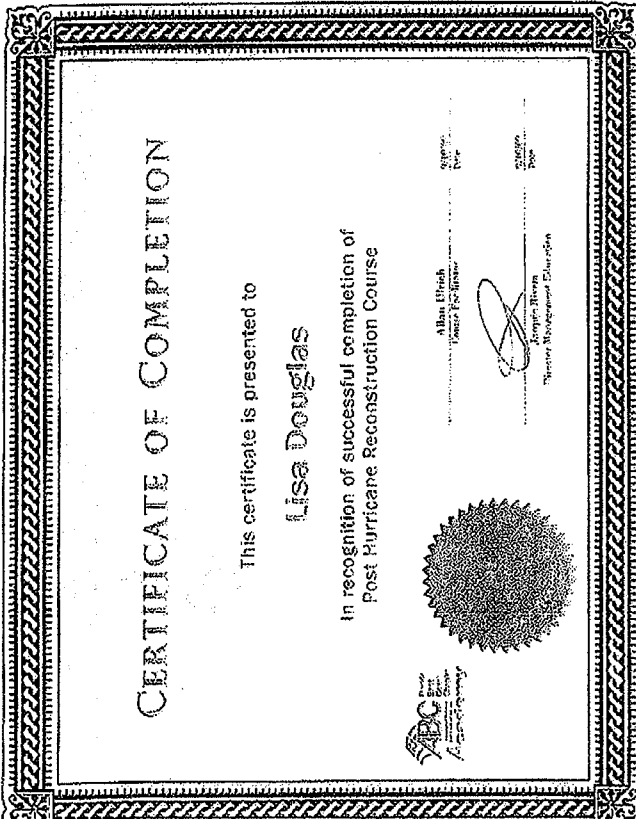
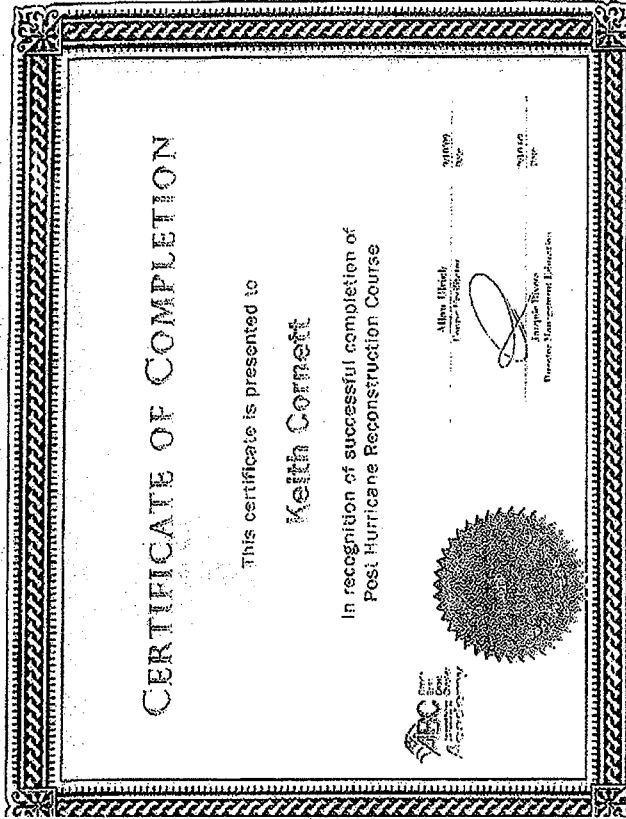
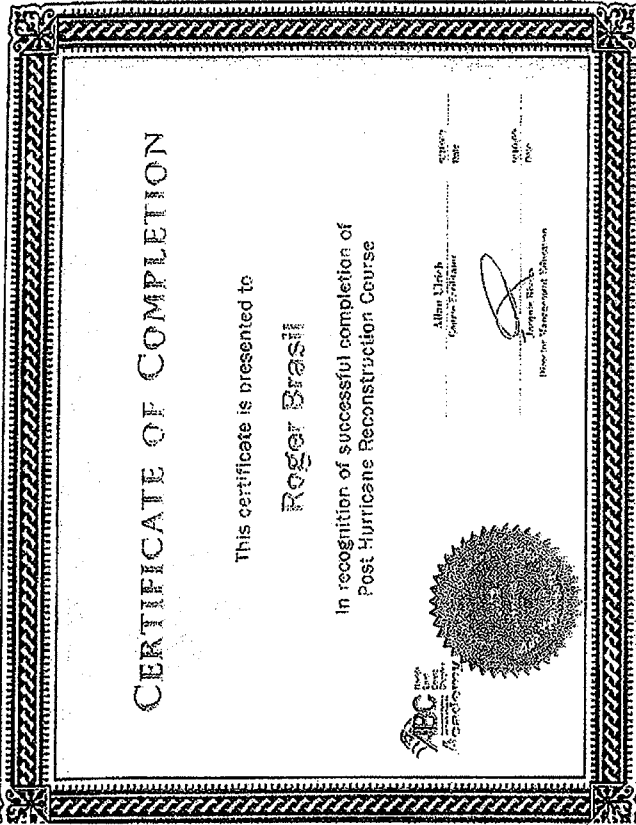
Allen Ullrich
Training Director

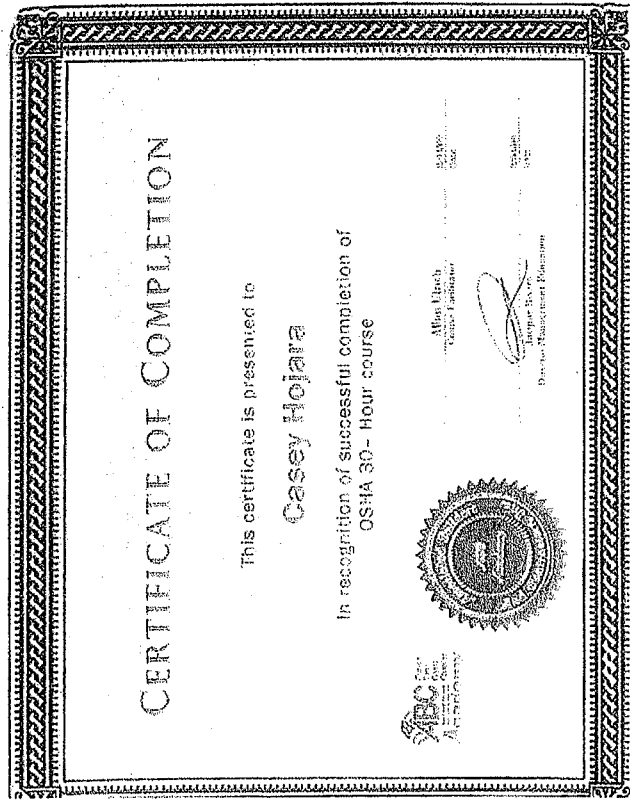
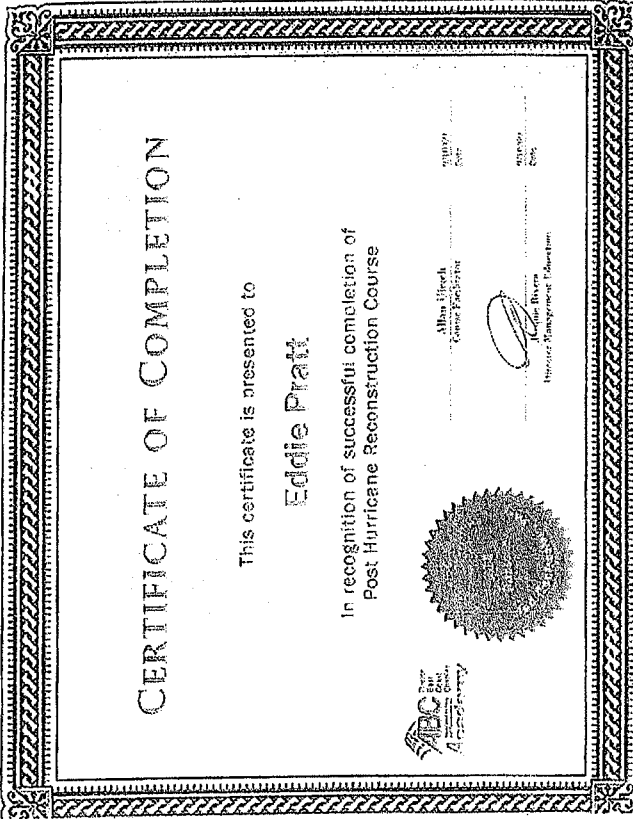
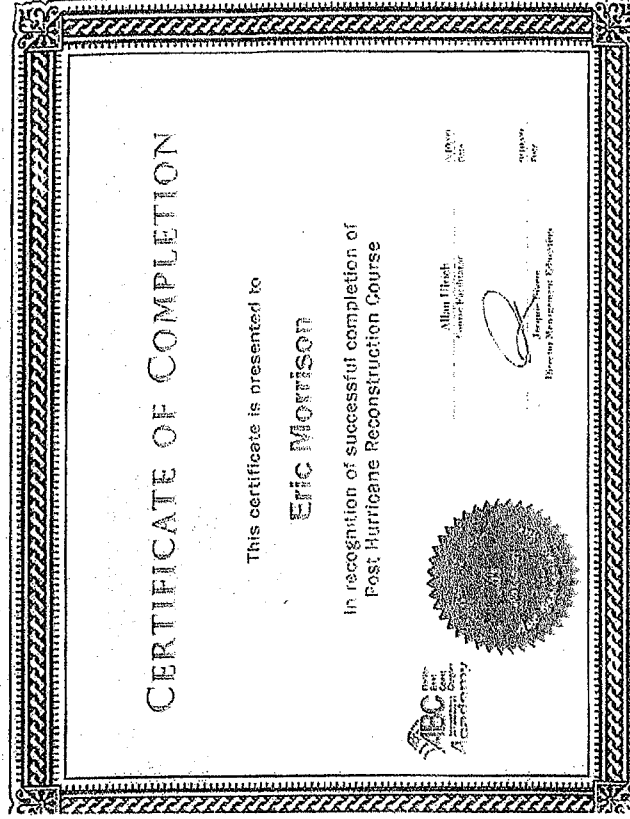
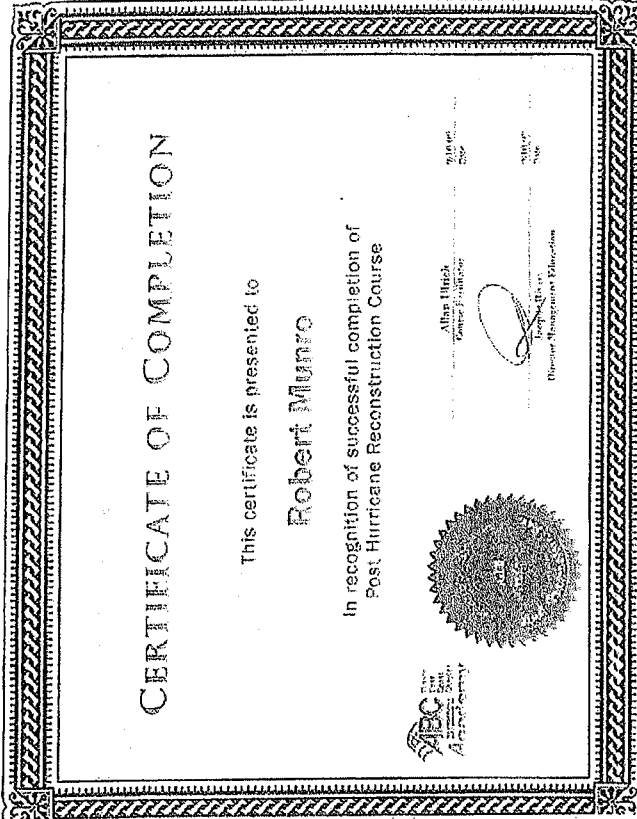
Allen Ullrich
Training Director

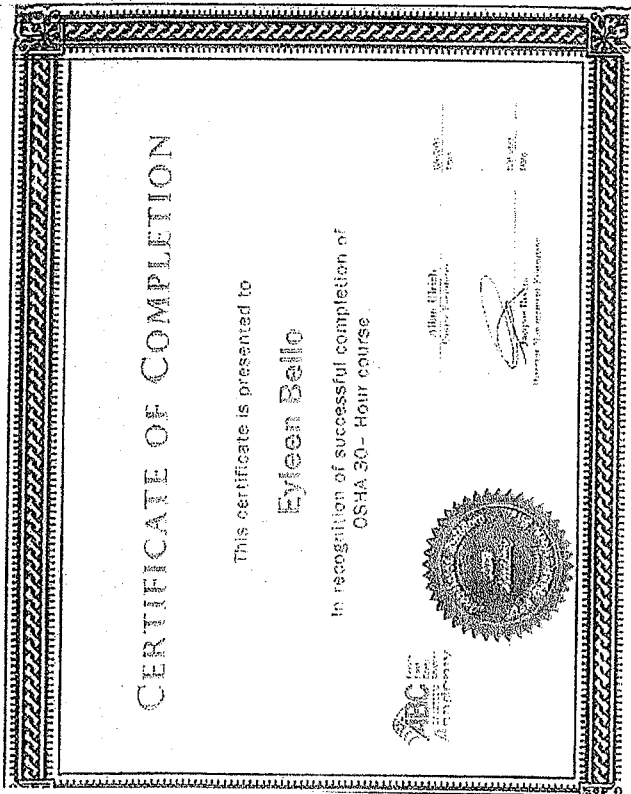
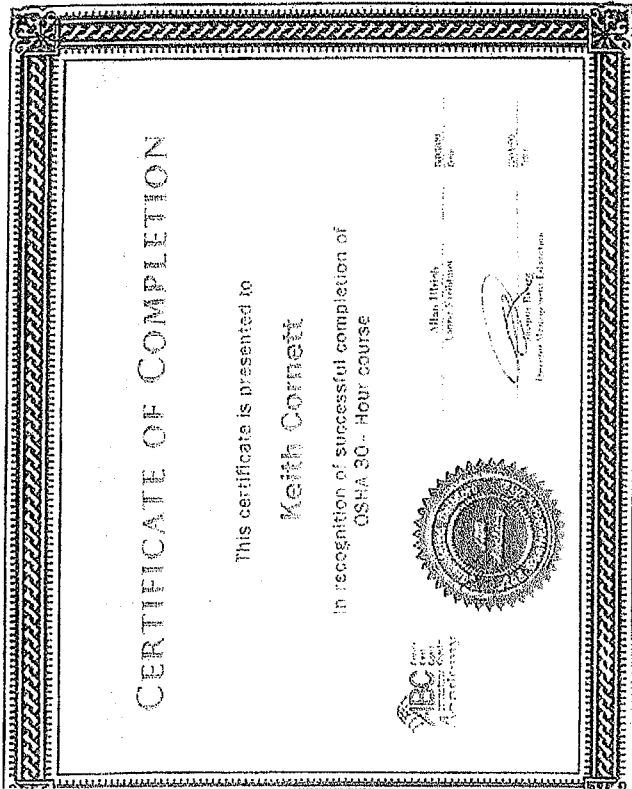
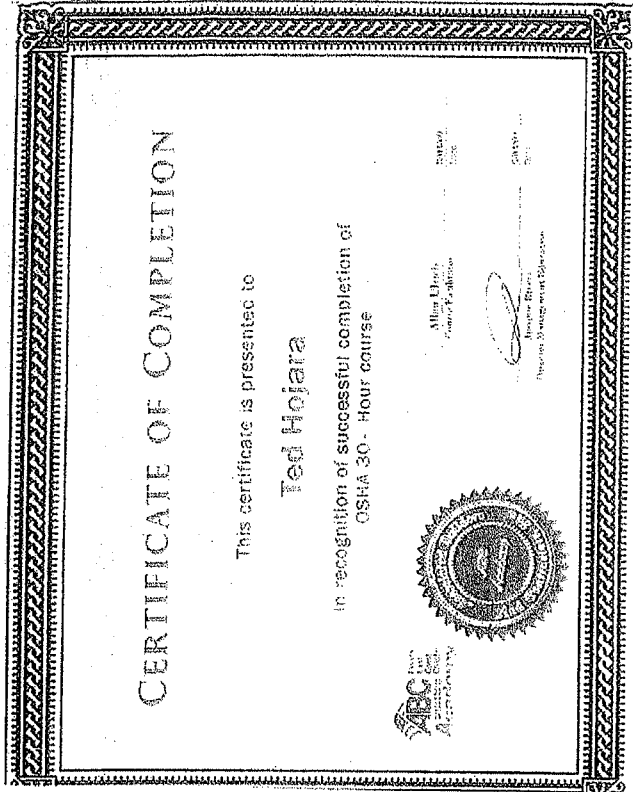
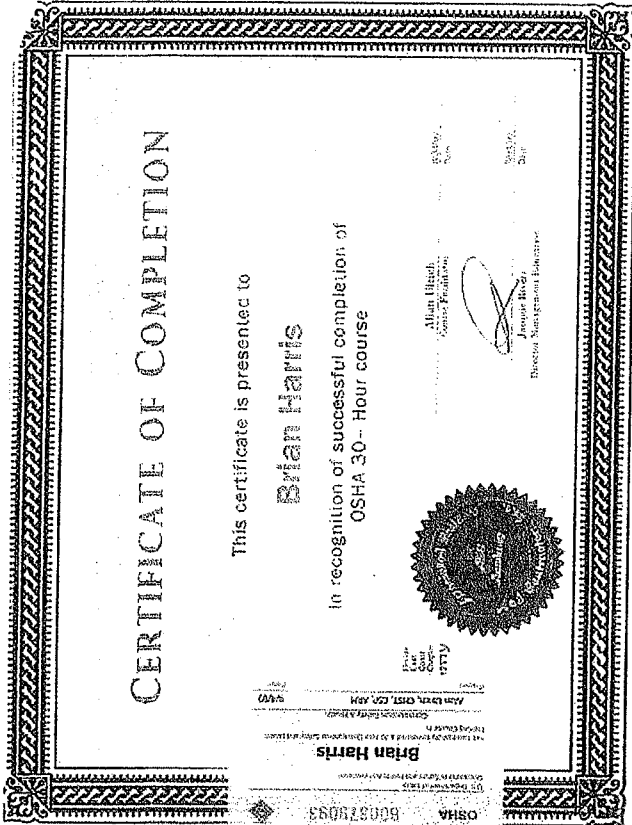
Florida Department of Environmental Protection

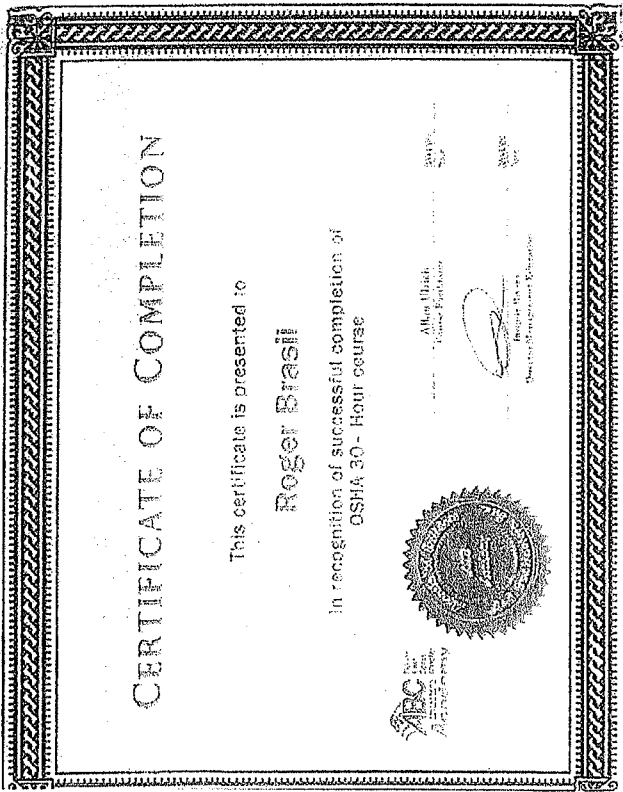
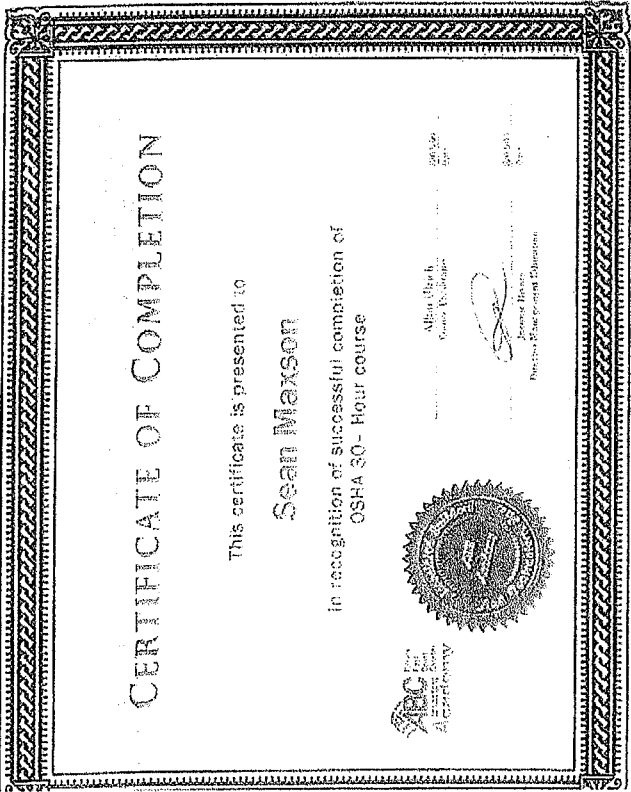
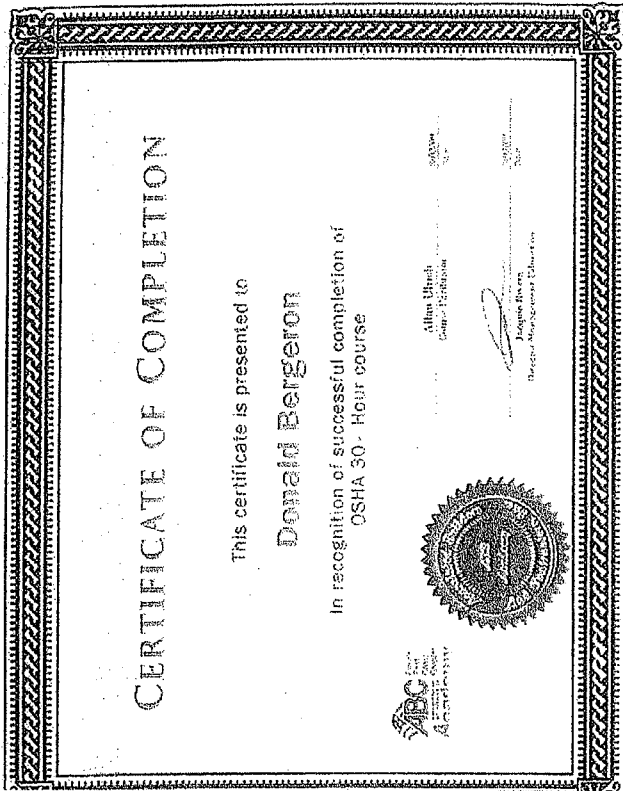
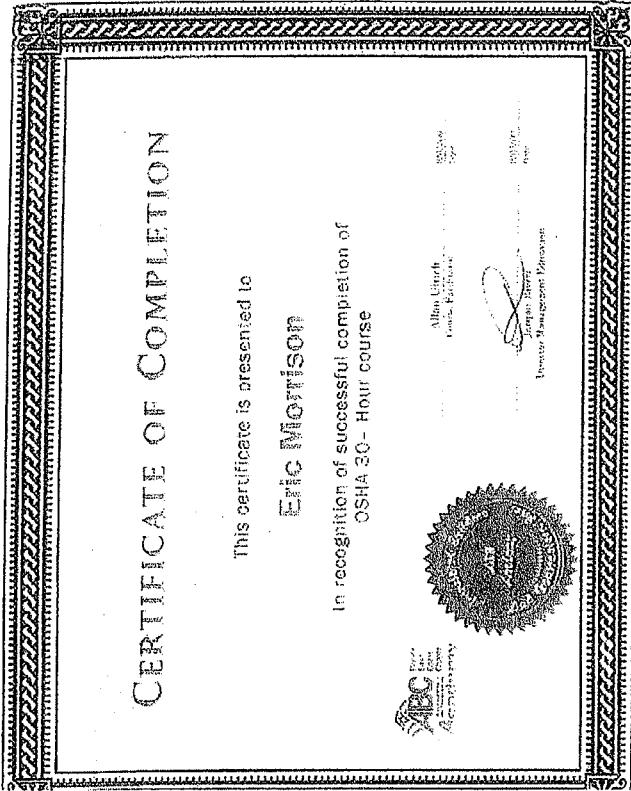
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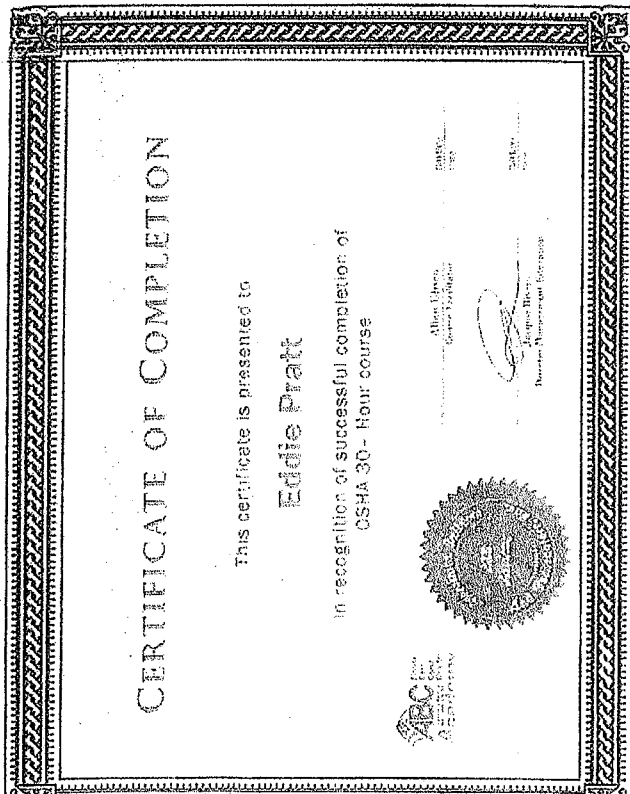
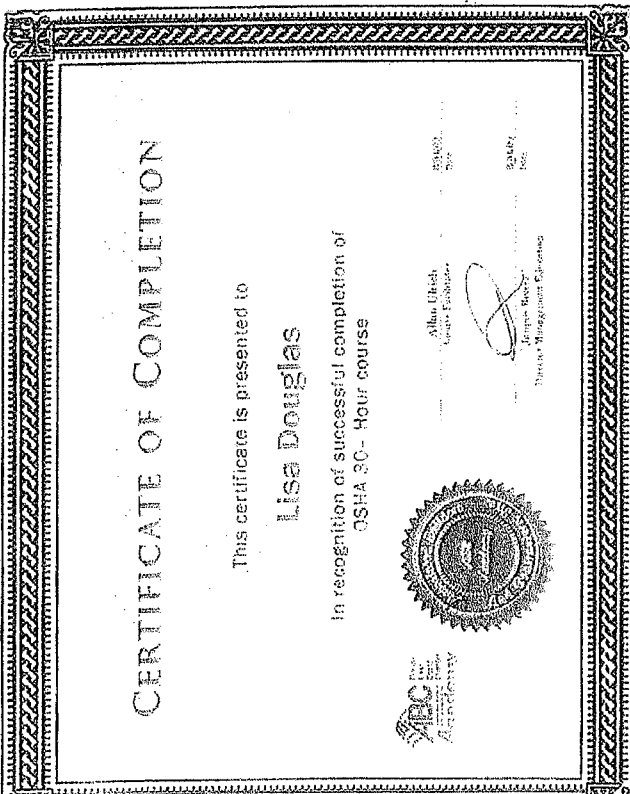
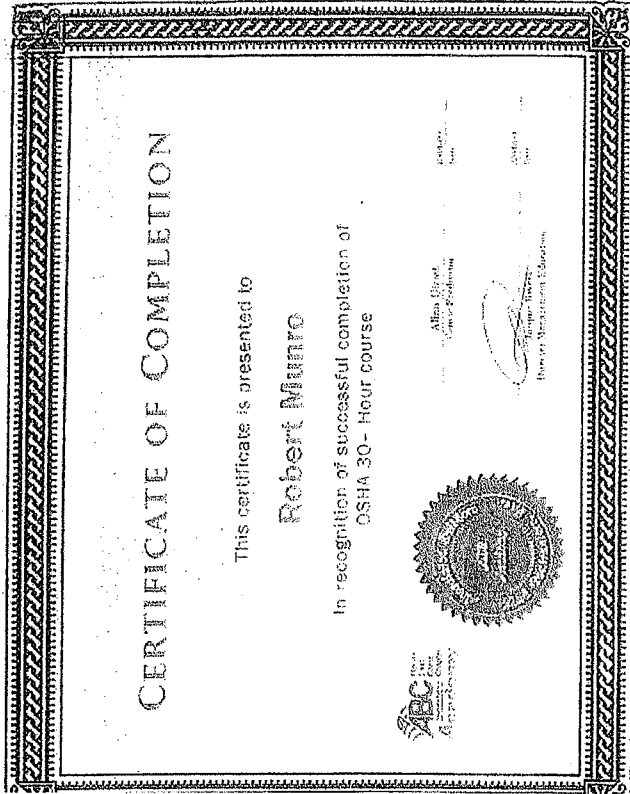
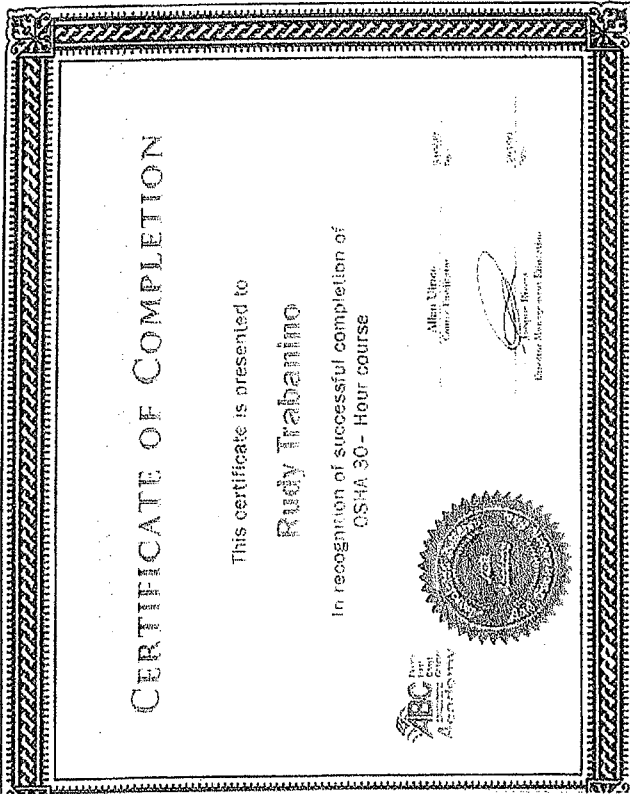


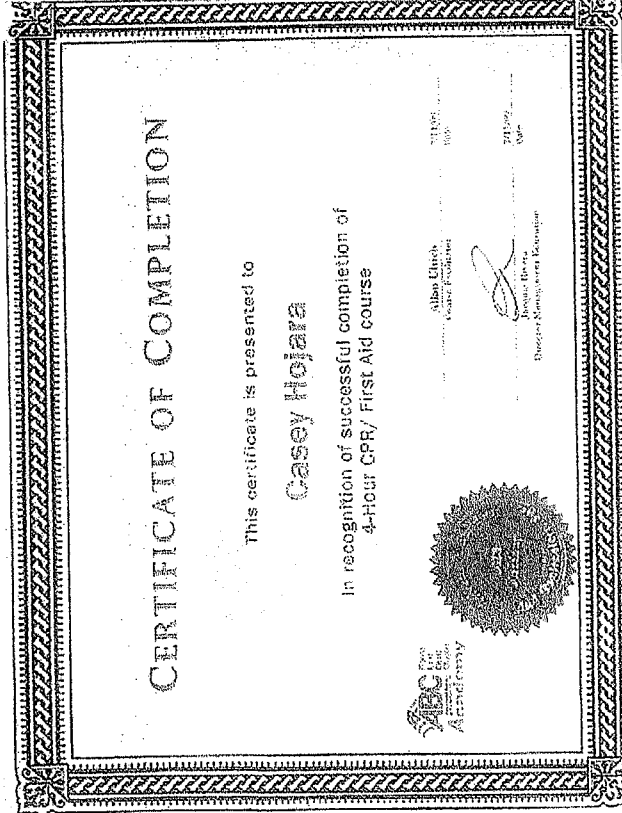
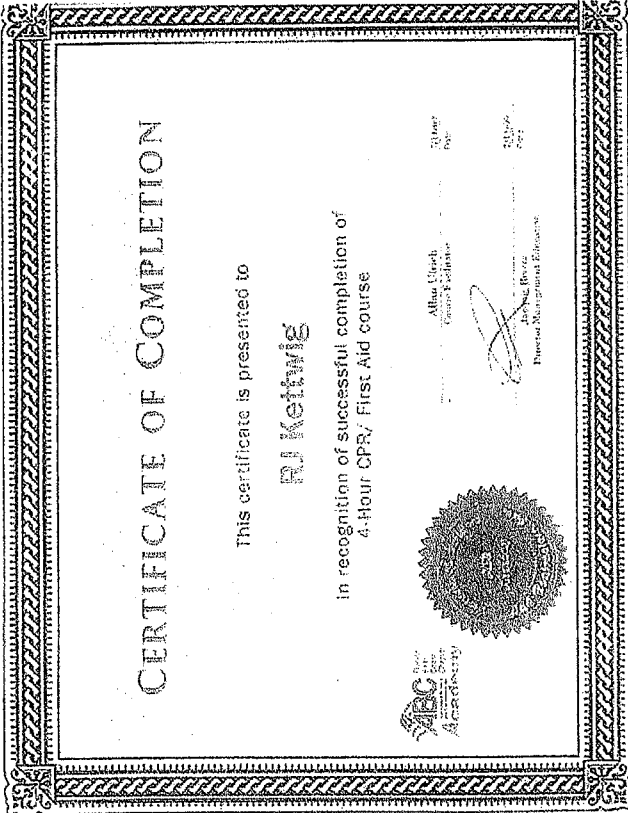
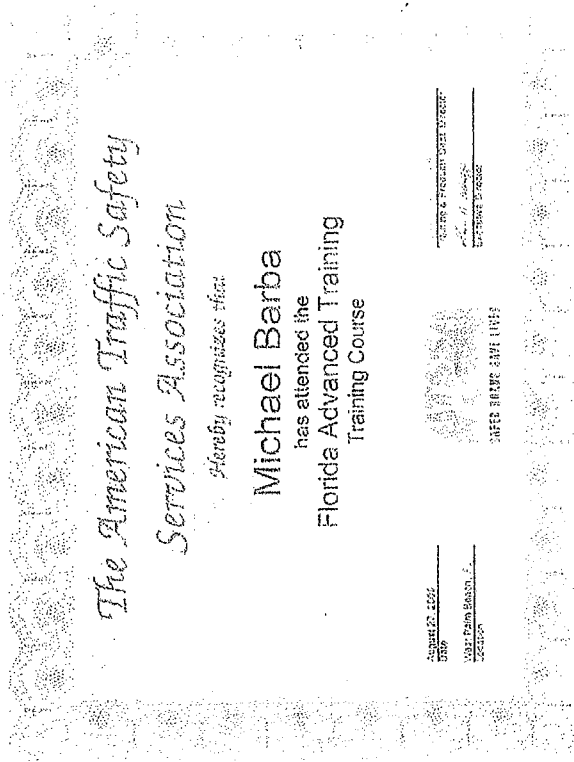


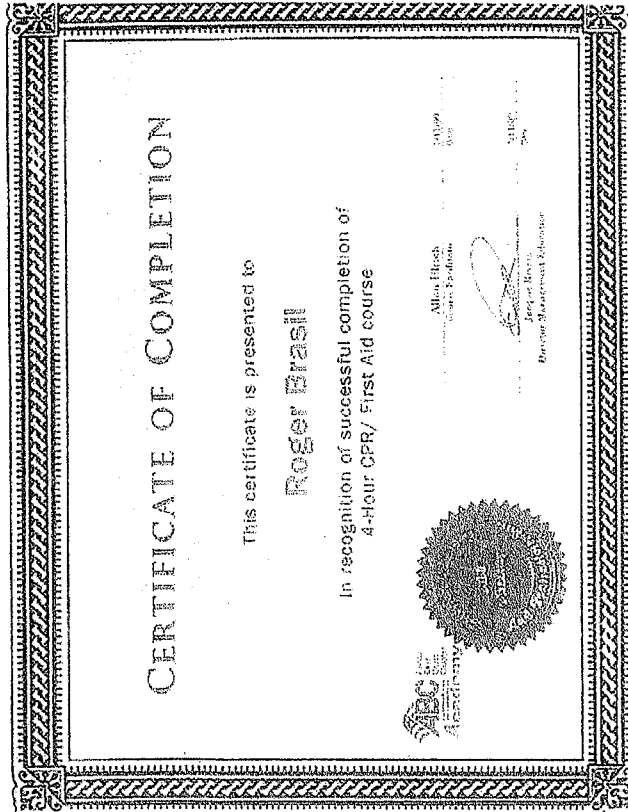
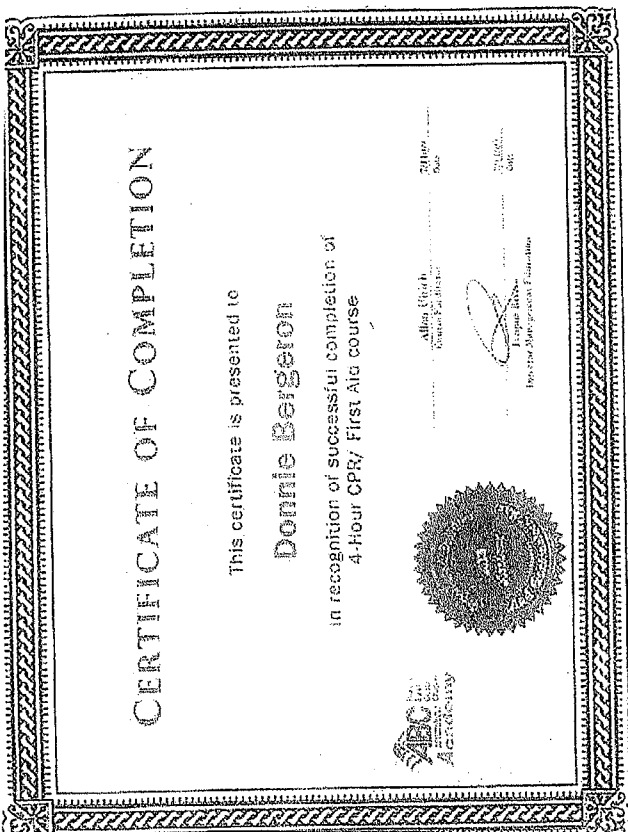
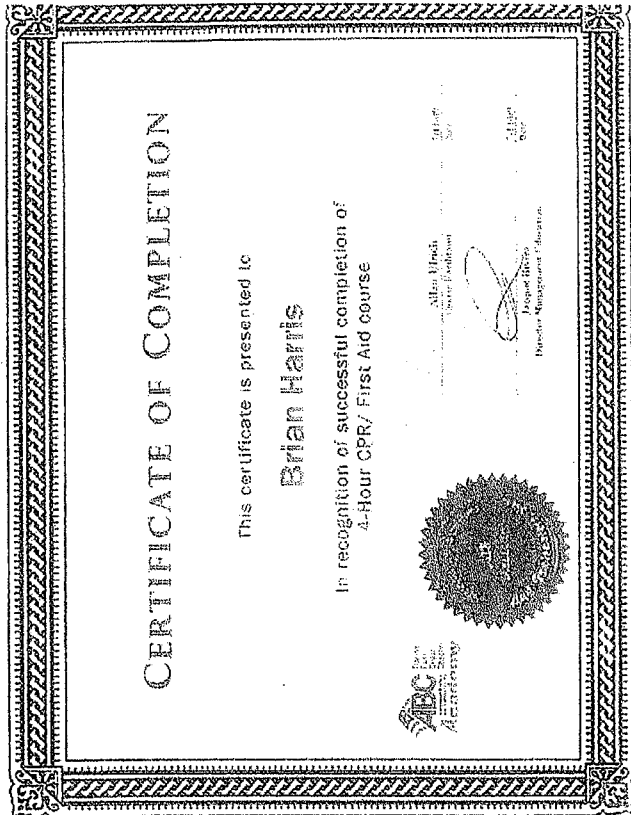
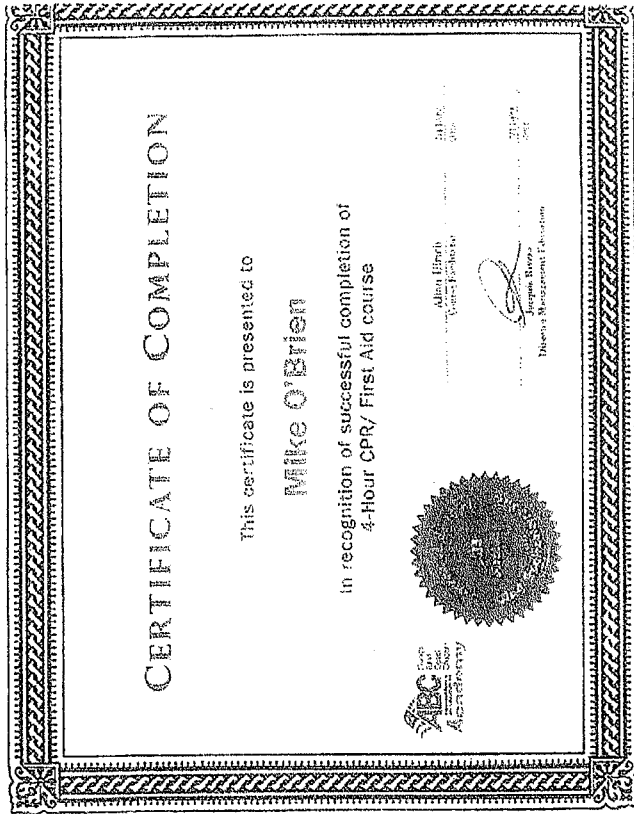


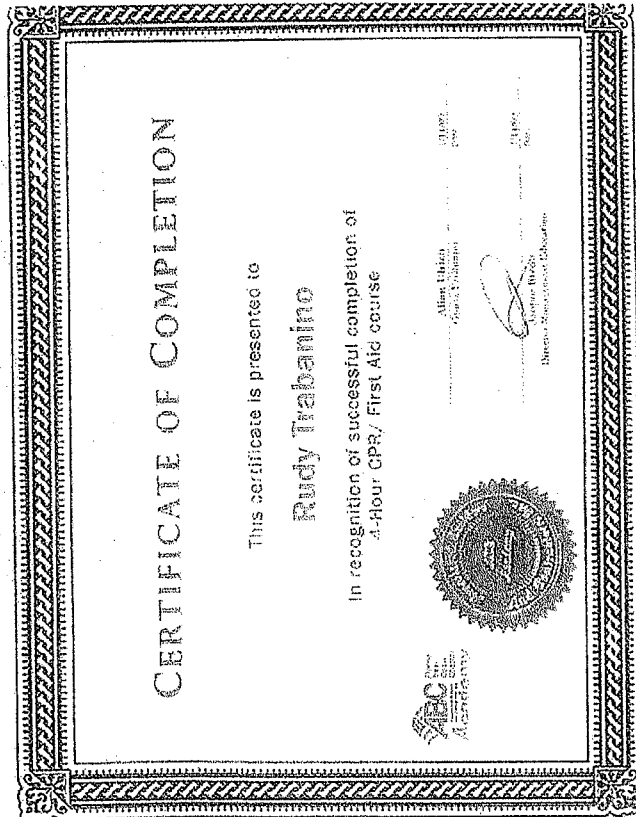
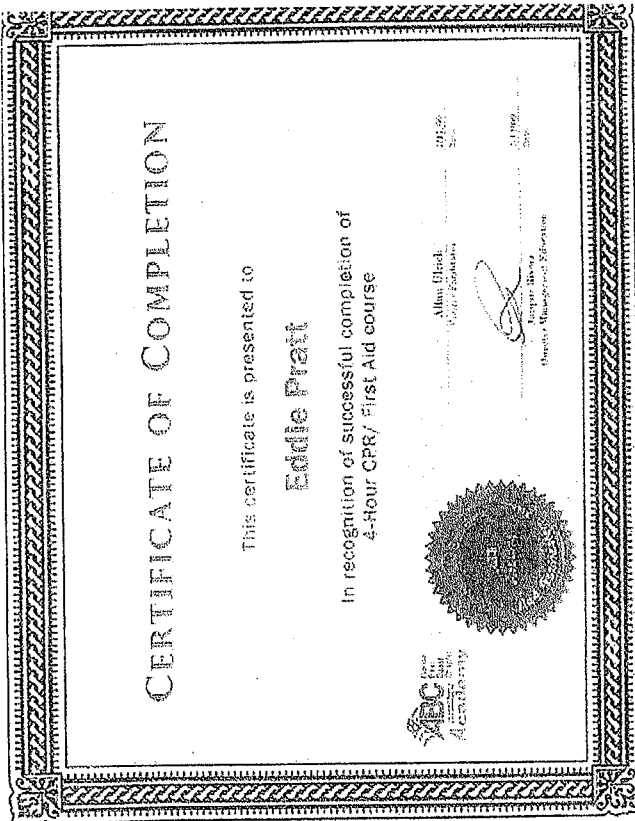
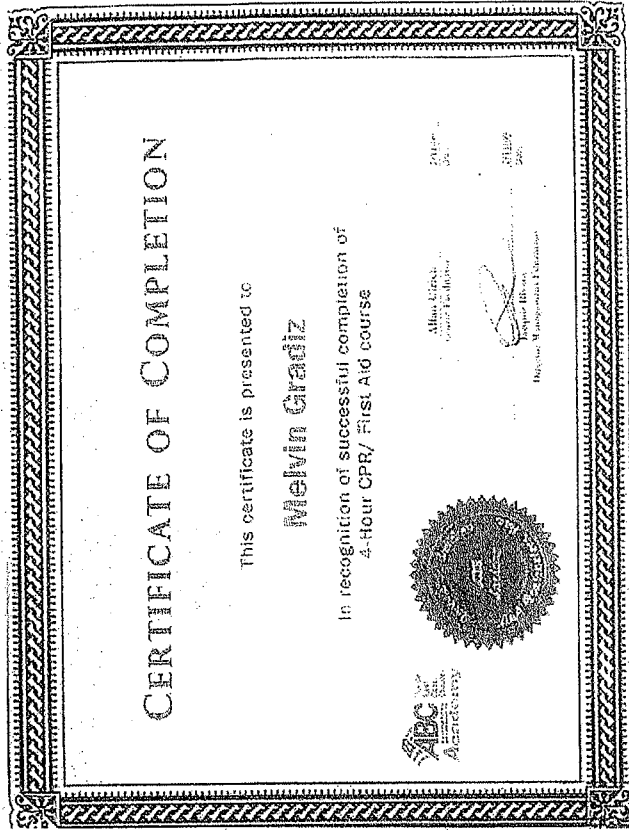
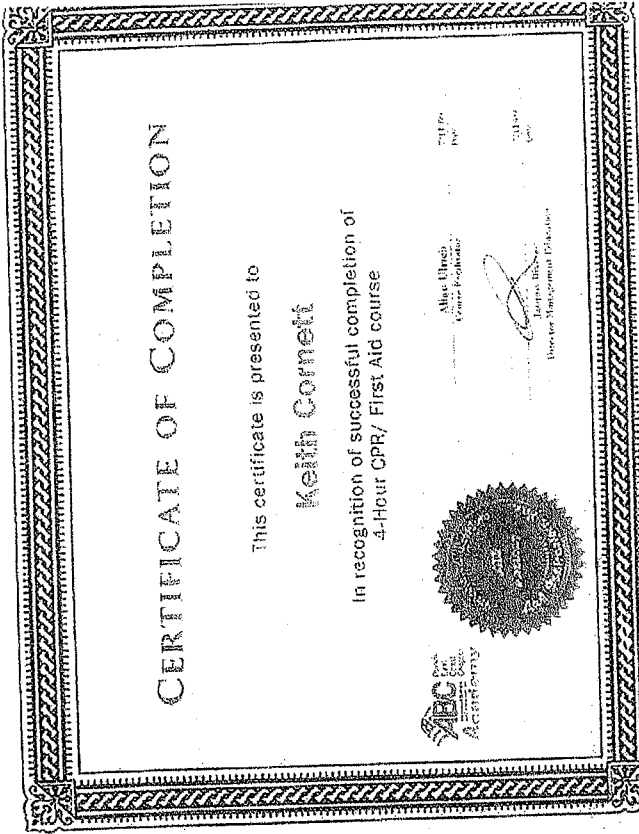


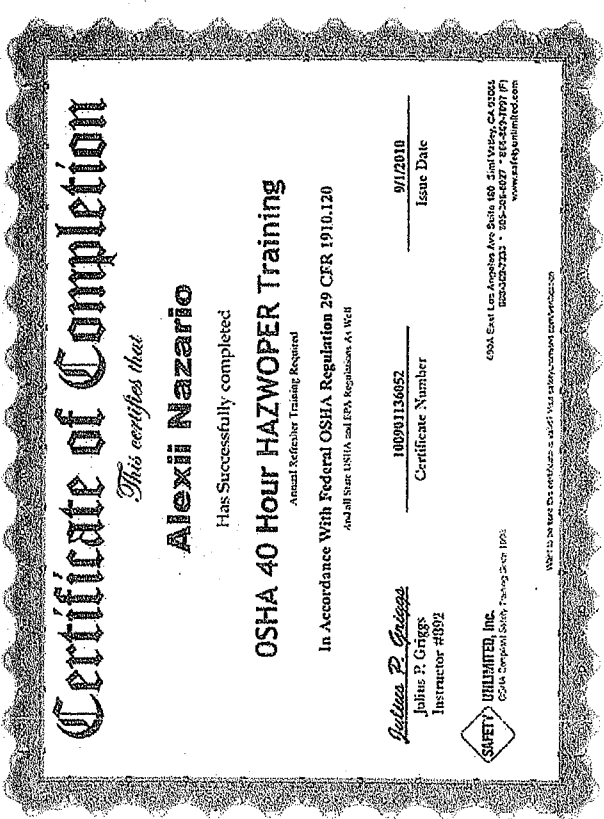
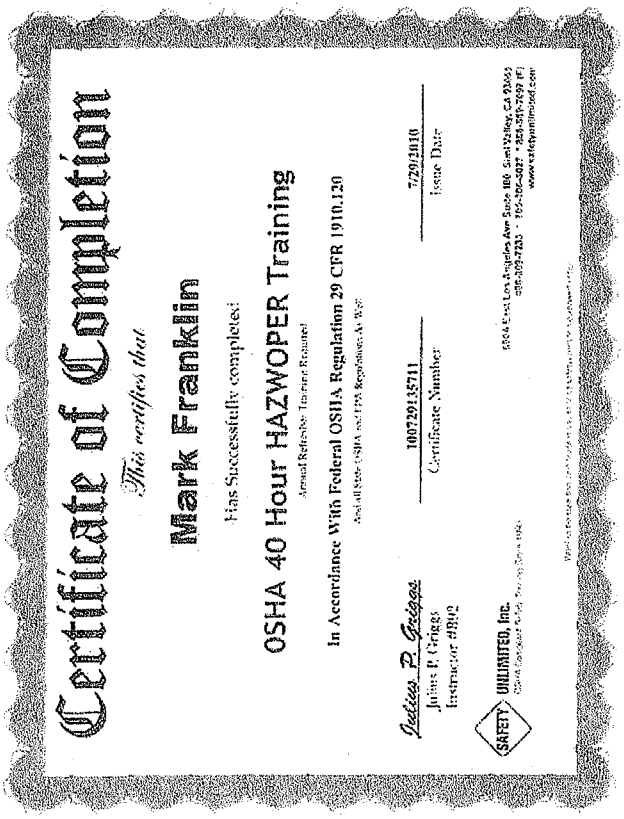
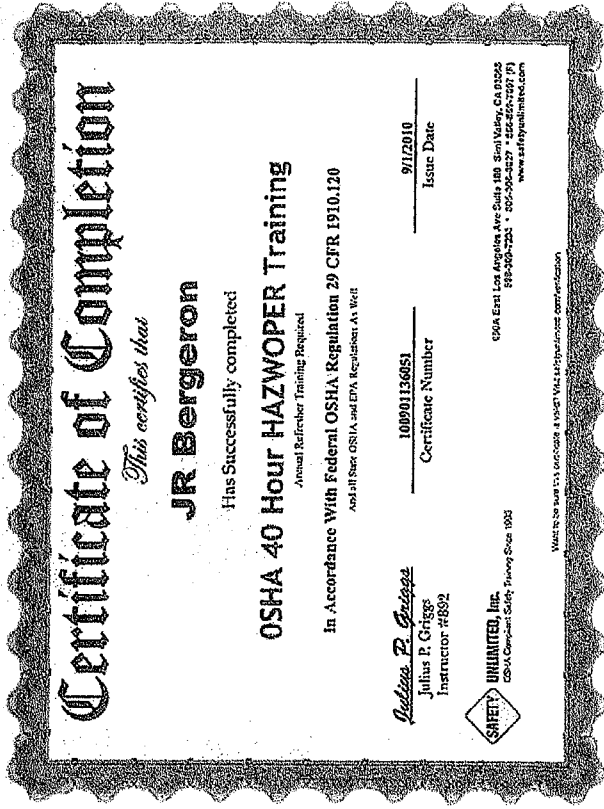
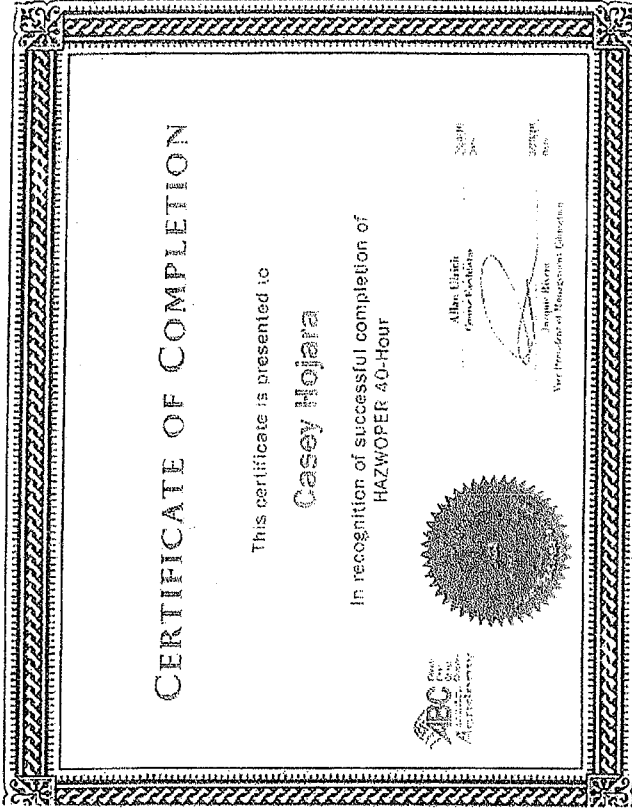












2. PROPOSERS SHOULD ADDRESS THE FOLLOWING QUESTIONS:

A. WHERE ARE YOUR SUBCONTRACTORS LOCATED? HOW MANY SUBCONTRACTORS DO YOU PRESENTLY HAVE UNDER CONTRACT? CAN YOU PROVIDE A LIST OF YOUR SUBCONTRACTORS? WHAT IS THE CONTRACTOR'S METHOD OF COMMUNICATION WITH SUBCONTRACTORS?

BES has a vast database of subcontractors located primarily in the State of Florida but also throughout the Southeastern United States. We are providing a list of our "top tier" subcontractors that we rely on if operations require that we must subcontract.

In the event of a regional or statewide emergency, Bergeron Emergency Services draws from an extensive list of tier one primary subcontractors and tier two subcontractors (subcontractors to BES primary subs) outside the zone of impact. All of our subcontractors are pre-qualified and are well trained in the removal and disposal of the pick up and haul of vegetative debris, construction and demolition debris, and household items.

The BES field operations protocol requires that all approved subcontractor's work under the direct supervision of in-house project managers. We typically limit our use of subcontractors to two tiers on any given job due to lessons learned from those past storms. Our experience shows that multiple tiers of subcontractor's may create difficulties in tracking damage claims due to the sheer numbers of personnel working for different organizations. As with any other construction type or disaster recovery services contract, we typically do not enter into subcontracts until we are awarded the work or contract. It is difficult to negotiate terms, pay rates or conditions until award.

Regarding the question posed; *How many subcontractors do presently have under subcontract?* As with any other construction type or disaster recovery services contract, we typically do not enter into subcontracts until we are awarded the work or contract. It is difficult to negotiate terms, pay rates or conditions until award.

Listed below is our current complement of subcontractors; clients may prohibit the use of any BES approved subcontractor for reasonable cause.

SUBCONTRACTORS	LOCATIONS
Harry Clemons	Arkansas
A & A Fonte, Inc.	Florida
Allied Trucking of Florida	Florida
Anderson Timber Company, Inc.	Florida
Barnes Tree Services	Florida
Bee Brothers Development, Inc.	Florida
Bee Hauling	Florida
Beretta Exports & Imports/Contracting	Florida
Berreta Export & imports	Florida
Blue Skies Enterprises of Central Florida	Florida
C&C Grinding	Florida
Cambridge Project Development Inc.	Florida
Clean Sweep	Florida
Consolidated Forest Products, Inc.	Florida
Consolidated Resource Recovery	Florida
Creative Environmental, Inc.	Florida
CWB Contractors	Florida
Final Choice Disaster Recovery	Florida

Gateway Farms	Florida
Habitat Restoration Resources	Florida
Harrison Hauling	Florida
Huntsman Tree Supplier, Inc.	Florida
Ideal Sod Services, Inc	Florida
J.A. La Rocco Enterprise, Inc.	Florida
J.R. Davis Construction Co.	Florida
Lawn Walker Services	Florida
Lox Ranch	Florida
Phil's Expert Tree Services, Inc.	Florida
Philman's Custom Service, Inc.	Florida
Phoenix Hayes, Inc.	Florida
Recovery Solutions, LLC	Florida
S&S National Waste	Florida
Sullivan Brothers, Inc.	Florida
TC Lawn & Landscaping	Florida
Texas Aquatic Harvesting, Inc.	Florida
Titan Golf Services	Florida
Valley Crest Landscape Dev.	Florida
Weisg Tree Care	Florida
Scott Sutherland Company Inc.	Georgia
West Side Rental	Georgia
Southern Iowa Debris Removal	Iowa
Prime Services, LLC	Kentucky
C.J. Bark Haulers	Michigan
Contaminant Control, Inc.	North Carolina
David Thomason	North Carolina
Marvin Houghton	North Carolina

B. DOES YOUR FIRM HAVE OTHER PERSONNEL/RESOURCES AVAILABLE IN OTHER PARTS OF THE U.S. THAT COULD BE CALLED IN FOR (MANAGEMENT) SUPPORT IF NEEDED? HOW WILL YOU DOCUMENT FOR THE FHWA THAT 30% OF THE WORK MUST BE PERFORMED WITH YOUR OWN WORK FORCE?

In addition to the subcontractors listed above, the following are out of state companies that BES may call upon for additional management support.

Out of State Resources	
Landscape Plus & Company Inc.	Georgia
Larry Staney Jr.	Georgia
Lee McCurdy Construction	Georgia
M&W Removal Services	Georgia
M.A.B. HAULING	Georgia
Scott Sutherland Company Inc.	Georgia
Storm Hunter Hauling, Inc.	Georgia
Tarheel Specialties	North Carolina
Todd Godwin	Georgia
Tree Toppers of Georgia, Inc	Georgia
VIP Grading	Georgia
West Side Rental	North Carolina
Alpine Tree Services, Inc	Illinois
Coughlin Emergency Services	Illinois
Southern Iowa Debris Removal	Iowa
Turner Trucking, Inc.	Iowa
Alfred's Superior Tree Service, Inc	Kansas
Blue Skies Enterprises of Central FL	Florida
F&S Land Clearing	Mississippi
Fannin Industries	Kentucky
Hinkle's Sand & Gravel	Kentucky
James Edwards Jr.	Kentucky
Prime Services, LLC	Kentucky
Rollenhagen Construction	Kentucky
Eagle Recovery	Louisiana
Richs, Inc.	Louisiana
Three Deuces, Inc.	Louisiana
C&C Excavating, Inc.	Michigan
C.J. Bark Haulers	Michigan
Carroll Landscape Services	Michigan
Furlo Transport	Michigan
Atlas Specialized Transport	Minnesota
Davis Bobcat & Dump Truck Service	Missouri
Security Storage Trailer Rentals	Missouri
Stump Removal Corp.	New Jersey

Akers Tree and Trucking	North Carolina
Arcon Construction	North Carolina
Coastal Plains Recovery, Inc.	North Carolina
Contaminant Control, Inc.	North Carolina
David Thomason	North Carolina
Fradley Tree Service, Inc.	North Carolina
Landscape Contractors	North Carolina
Larry Garner Trucking	North Carolina
Marvin Houghton	North Carolina
Mike Green Logging	North Carolina
S&T, LLC	North Carolina
Billy Higin	Oklahoma
Precision Impact Recovery LLC/ D.E.L. Enterprise	Oklahoma
Hayes Trucking	South Carolina
I CAN 2	South Carolina
J. R. Shamblin	South Carolina
Low Country Debris Removal	South Carolina
Rabon Enterprises	South Carolina
Markland Communities, Inc.	Tennessee
Ralph Reichard	Tennessee
Randy Shawn Johnson	Tennessee
South Eastern Construction and Equipment	Tennessee
Texas Integrity Lawn Care	Texas
Xtreme Logistic Inc.	Texas
Quality Builders & Technical Services, Inc.	Virginia
K&K Excavating	Wisconsin
Niemi Trucking, Inc.	Wisconsin

DOCUMENTATION

BES provides a user-friendly, web-based documentation system, allowing the Town of Southwest Ranches representative(s) access from their individual departments. BES has a full-time staff for data entry providing the Town of Southwest Ranches with 'real-time' data for updates on the progress of the work tasked by its Authorized Representative(s). Examples include: reconciling data via information from load tickets, truck measurement logs and other specialty documentation; FEMA and other federal funding agencies required documentation forms that can be downloaded, graphs illustrating geographical progress for specific task(s); 'streamline data' to the county's monitoring firm and finance/purchasing departments, which they will require for accurate, timely reimbursement claims to federal funding sources.

BES's "from the field" reporting is input daily by its full-time staff. Examples include: load tickets 'key' data entry and scanning for image availability; debris right-of-way reports delineating County, FHWA and non-FHWA roads; TDSRS material processing, segregation and reduction data and final disposal of reduced material reports and other specialty forms created by BES for task(s) specification(s).

**INVOICING AND REPORTING PROCESS: DEBRIS ACCOUNTABILITY AND UNDERSTANDING
THE PUBLIC ASSISTANCE PROGRAM**

Since its inception Bergeron Emergency Services, Inc. (BES) has assembled a team that can provide effective recovery and restoration of critical services in the aftermath of natural and/or technological disasters. Our philosophy is "One Stop Shopping" as we aim to provide an all-encompassing menu of services that may be required by our clients. To that end, BES provides

- * Technical guidance and consultation before, during and after the disaster event on all aspects of the recovery process including an annual review of federal, state and local permit requirements, evaluation of private property use agreements, staging areas, site security, traffic control protocols, client's procurement policy, as well as EHS plans to ensure a well coordinated relief effort, as well as facilitation of annual emergency response training and table top exercises for designated emergency response personnel, e.g. NIMS training
- * Preparation of a pre-event, site-specific debris management plans for our client in collaboration with the client's emergency management personnel. The benefit of such a plan is significant in the event of a storm-related disaster
- * Administrative support for contracted operations, on-site management staff to work with client's staff, field supervisors, equipment operators, drivers, laborers along with vehicles, equipment, housing and other necessities to ensure a successful recovery operation
- * Administrative support that includes vehicle load capacity and equipment certifications, utilization of standardized placards and load tickets
- * Project management, coordination of recovery activities necessary to meet FEMA eligibility requirements for full reimbursement, equipment and personnel in sufficient quantity to rapidly remove all storm related debris, coordination of monitors, data management, daily quantity and progress reports to client's staff and emergency managers, community relations as well as other miscellaneous tasks as directed by the client
- * Emergency debris road clearance, as well as tree, limb and stump removal from all public streets, roads and rights-of-way as defined by the client
- * Removal of white goods, construction and demolition debris including demolition of unsafe structures, dead animal carcasses, mixed debris,
- * Motor vehicle, boat, house and derelict vessel recovery; removal of hazardous materials from inland waterways
- * TDSRS management and site cleanup supervised in a manner that meets and/or exceeds all Environmental, Health and Safety standards as well as federal, state and local jurisdictional requirements; dump site management
- * Coastal environment cleanups including sand screening, beach, canal and river bank cleanup/restoration, berm restoration, re-grading, re-seeding of canal banks or slopes
- * Miscellaneous work efforts as defined by the client e.g., bottled water delivery, temporary shelter/command center for client's select emergency personnel

The cornerstone of our success is due, in part, to our proprietary Debris Management Documentation system. The internet-based system surpasses all data management systems that are currently available through the State of Florida and FEMA. Working with BES the client is granted 24/7 access to this system. Utilizing an internet connection, and a secure password, the client has immediate access to all work in progress. Moreover, same-day reporting of all work-related activity is available. The method provides access to invoices, daily haul summaries,

truck certifications and associated documentation in spreadsheet and database reporting formats. In addition, scanned images of the actual documents are stored on secure servers. Another benefit of the system allows for complete documentation review from "push" through "close out", easing the client's burden to document and meet stringent FEMA requirements. Our clients' have enjoyed unprecedented success using this high tech solution to conquer the paperwork burden associated with FEMA Public Assistance reimbursement.

The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA), through its Public Assistance (PA) Grant Program reimburses state and local governments and certain private non-profit organizations for the actual costs for work required as a result of the disaster. The program also provides funds for certain hazard mitigation projects.

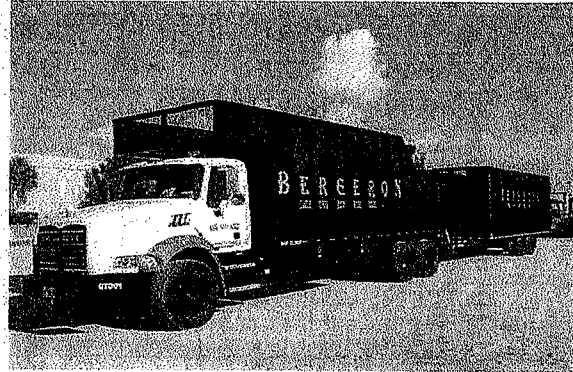
Eligible work is documented on a Project Worksheet (PW). The PW is used to record a detailed description, the scope of eligible work, estimated or actual cost, and special considerations associated with the project. FEMA then reviews, approves and obligates the entire federal share of that project. Once FEMA obligates a PW, the funds become immediately available to the state for disbursement to applicants. To facilitate the processing of the PA grants, FEMA distinguishes between emergency work and permanent work that requires repairs or replaces such things as roads, buildings and schools. FEMA further divides disaster-related work into seven categories. The use of Immediate Needs Funding (INF) allows for the Applicant to request up to 50% of the initial damage assessment that was submitted for the disaster declaration process. If these funds are granted, they are deducted from the first and initial Project Worksheet.

As for Federal Highway Administration (FHWA) operations, it has become typical practice that disaster debris contracts are inclusive of the FHWA-1273 contract provisions. These contract provisions require that the contractor follow the documentation and operational requirements located therein. BES is very versed in the program and the associated requirements and we have supported several clients in their reimbursement efforts through this program.

Past storm seasons have enabled us to learn from our experiences and provide a new "value added" service for our clients that is tied to interpreting the FEMA Public Assistance program documentation requirements. In short, we have reviewed our experiences associated with debris-related disaster relief and developed a process that facilitates the manner in which clients identify, submit and receive grant funds for disaster recovery reimbursement from agencies such as EPA, USDA, NRCS, FHWA and FEMA. The BES team will assist the client define their Scope of Work, identify eligible damages, provide the client with information needed to prepare status reports required by governmental agencies, offer methods to successfully partner with federal and state officials, and provide information regarding "alternate and mitigation projects." BES is very successful supporting our clients through audits with the aforementioned agencies.

C. DO YOU OWN YOUR OWN EQUIPMENT OR WOULD YOU HAVE TO PRIMARILY RELY ON SUBCONTRACTORS TO PROVIDE THEM? WHAT TYPES OF EQUIPMENT DO YOU OWN OR HAVE ACCESS TO? PLEASE PROVIDE AN EQUIPMENT LIST SPECIFYING TYPE OF EQUIPMENT AND AGE. WHERE IS YOUR EQUIPMENT LOCATED?

Being a wholly owned subsidiary of Bergeron Land Development, Inc., BES has the distinct advantage of having access to an equipment inventory worth over \$20,000,000.00. This inventory has been attached to section to evidence the various pieces of heavy equipment owned by our companies.



In conjunction with a nationwide database of debris specific subcontractor's, BES can assemble the appropriate amount of resources and personnel pursuant to our Corporate Mobilization Plan. The magnitude of the event drives the amount of resources and personnel needed for a particular event and BES has always met those requirements on every project as evidenced in our letters of recommendation. We draw specific attention to our most recent projects in Kentucky where we mobilized and operated equipment in 4 Kentucky Transportation Cabinet Districts that covered 5 counties. BES managed over 1.6 million cubic yards of ice storm debris during that event. We bring the right tools for the job and the support equipment to keep them working.

EQUIPMENT CLASSIFICATION	YEAR	TYPE / MAKE / MODEL
LOWBOY TRAILER	1995	FONTAINE LOWBOY TRAILER
COMPANY VEHICLE	1997	F800 TRUCK FLAT BED
WATER TRUCK	1996	WATER TRUCK 4000 GALLON
WATER TRUCK	1999	WATER TRUCK STERLING
FUEL TRUCK	1999	F800 FUEL TRUCK
WATER TRUCK	2000	STERLING WATER TRUCK
WATER TRUCK	2000	STERLING WATER TRUCK
FUEL TRUCK	1999	FUEL TRUCK MACK 427
LOWBOY	2005	INTERNATIONAL 5900 TRACTOR
LOWBOY TRL	2005	LOWBOY LIDDELL
TRAILER	2005	ANDERSON 10 TON GOOSENECK
COMPANY VEHICLE	2006	TOYOTA HIGHLANDER
SMALL LOWBOY TRAILER	2006	TRAILER EAGLE BEAVER 25XTL
FUEL TRUCK	2006	FUEL TRUCK MACK
COMPANY VEHICLE	2006	FORD F350
COMPANY VEHICLE	2006	FORD F250
COMPANY VEHICLE	2006	TOYOTA HIGHLANDER
COMPANY VEHICLE	2006	GMC C5500
COMPANY VEHICLE	2006	GMC C5500
COMPANY VEHICLE	2006	GMC C5500
COMPANY VEHICLE	2006	CHEVY C5500
COMPANY VEHICLE	2007	CHEVY 3500

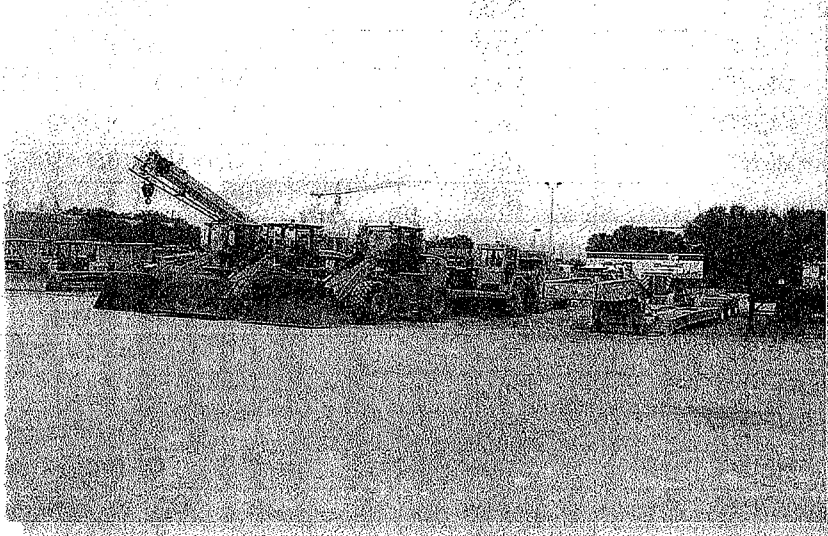
COMPANY VEHICLE	2007	CHEVY 3500 4X4
COMPANY VEHICLE	2006	TOYOTA HIGHLANDER
BOAT TRAILER	2000	BOAT TRAILER SMALL SURVEY BOAT
BOAT	2000	SMALL SURVEY BOAT
COMPANY VEHICLE	2007	JEEP LIBERTY
COMPANY VEHICLE	2007	TOYOTA HIGHLANDER
COMPANY VEHICLE	2007	TOYOTA HIGHLANDER
COMPANY VEHICLE	2007	TOYOTA HIGHLANDER
MECHANIC TRUCK	2007	CHEVY - MECHANIC TRUCK
COMPANY VEHICLE	2008	CHEVY COLORADO 4X2
COMPANY VEHICLE	2008	CHEVY COLORADO 4X2
COMPANY VEHICLE	2008	CHEVY COLORADO EXT CAB 2/LT
COMPANY VEHICLE	2008	CHEVY COLORADO LT 4X4 EXT CAB
COMPANY VEHICLE	2008	CHEVY COLORADO 4DR LT 4X4
COMPANY VEHICLE	2008	CHEVY COLORADO 4X2 REG CAB
WABASH TRAILOR	2007	FLATBED TRAILOR SF-650H
COMPANY VEHICLE	2008	CHEVY TAHOE
COMPANY VEHICLE	2009	CHEVY SILVERADO 1500 WHITE
COMPANY VEHICLE	2009	CHEVY 2500 (DIESEL)
LOWBOY TRACTOR	1998	MACK CH613 LOWBOY TRACTOR
COMPANY VEHICLE	2007	CHEVY 2500
HEAVY EQUIPMENT	2007	MACK CTPB 713
HEAVY EQUIPMENT	2007	MACK CTPB 713
HEAVY EQUIPMENT	2007	MACK CTPB 713
HEAVY EQUIPMENT	2007	MACK CTPB 713
HEAVY EQUIPMENT	2007	MACK CTPB 713
HEAVY EQUIPMENT	2007	MACK CT9713
GRAPPLE TRAILER	2009	FORH TL
GRAPPLE TRUCK	2007	MACK CTPB 713
GRAPPLE TRAILER	2009	FORH TL
GENERATOR	2005	CAT HIMOINSA
HEAVY EQUIPMENT	2006	KUBOTA RTV900
HEAVY EQUIPMENT	2007	KUBOTA ATV900
HEAVY EQUIPMENT	2007	SOLESBEE T4-742
HEAVY EQUIPMENT	1997	CAT M318
HEAVY EQUIPMENT	2002	GRADALL XL 3300
HEAVY EQUIPMENT	2007	KOMATSU PC400 LC-7
HEAVY EQUIPMENT	1999	BROCE RJ 350
HEAVY EQUIPMENT	1999	BROCE RJ 350
HEAVY EQUIPMENT	1999	BROCE RJ 350
HEAVY EQUIPMENT	1995	BOEHRINGER RC-10 CRUSHER
HEAVY EQUIPMENT	1992	GROVE CRANE RT528
HEAVY EQUIPMENT	1976	MANITOWOC 4600

HEAVY EQUIPMENT	1977	MANITOWOC 4600
HEAVY EQUIPMENT	1977	MANITOWOC 4600
HEAVY EQUIPMENT	2001	JOHN DEERE 450H (NARROW)
HEAVY EQUIPMENT	2002	KOMATSU D31 PX
HEAVY EQUIPMENT	2006	KOMATSU D41 PX (NARROW)
HEAVY EQUIPMENT	2006	KOMATSU D41 PX
HEAVY EQUIPMENT	2007	CAT D5G XL (NARROW)
HEAVY EQUIPMENT	2009	CAT D5K LGP
NEFF RENTAL	2005	JOHN DEERE 450J
HEAVY EQUIPMENT	2010	CAT D5K LGP
HEAVY EQUIPMENT	1995	KOMATSU FG25C
HEAVY EQUIPMENT	2005	CAT DP70-35
HEAVY EQUIPMENT	2005	CAT 938G II
HEAVY EQUIPMENT	2006	CAT 938G II
HEAVY EQUIPMENT	2005	KOMATSU WA 380-5L
HEAVY EQUIPMENT	2006	CAT 938-G
HEAVY EQUIPMENT	2006	CAT COMBO 430E-4E
HEAVY EQUIPMENT	2006	JOHN DEERE 310SG COMBO
HEAVY EQUIPMENT	2008	CAT 272G SKIDSTEER
HEAVY EQUIPMENT	2008	CAT 289C
HEAVY EQUIPMENT	2008	CAT 938H
HEAVY EQUIPMENT	2009	CAT 930H CAB/AIR
HEAVY EQUIPMENT	2001	CAT 143H
HEAVY EQUIPMENT	2005	CAT 12H
HEAVY EQUIPMENT	2005	CAT 12H
HEAVY EQUIPMENT	1999	CAT SS250B
HEAVY EQUIPMENT	1998	CAT 623F
HEAVY EQUIPMENT	2006	CAT 613-C
HEAVY EQUIPMENT	1987	INGRAM 3-WHEEL 12 TON
HEAVY EQUIPMENT	1988	INGRAM 3-WHEEL 12 TON
HEAVY EQUIPMENT	1988	INGRAM 3-WHEEL 12 TON
HEAVY EQUIPMENT	1988	INGRAM 3-WHEEL 12 TON
HEAVY EQUIPMENT	2002	I/R SD100D
HEAVY EQUIPMENT	2006	CAT CS-533E
HEAVY EQUIPMENT	2006	CAT CS-533E
HEAVY EQUIPMENT	2006	CAT CS-533E
HEAVY EQUIPMENT	2002	MGL 8030 STACKER
HEAVY EQUIPMENT	2006	CHIEFTAIN 2100
HEAVY EQUIPMENT	2008	MGL BASE MODEL
HEAVY EQUIPMENT	2008	MGL-TRIO 820 THREE DECK
HEAVY EQUIPMENT	2006	KOMATSU WA500-7
HEAVY EQUIPMENT	2006	KOMATSU WA500-7
HEAVY EQUIPMENT	2006	CAT 980H

HEAVY EQUIPMENT	2006	CAT 950H
HEAVY EQUIPMENT	2006	CAT 980H
HEAVY EQUIPMENT	2006	CAT 287B CAB/AIR
GENERATOR		GENERATOR CUMMINS
GRAPPLE TRUCK	2010	PETERBUILT 327

BERGERON HEAVY EQUIPMENT STAGING YARD

19612 SW 69th Place, Fort Lauderdale, FL 33332



D. WHAT IS YOUR PROCEDURE FOR CHECKING YOUR EMPLOYEES' BACKGROUNDS? WHAT BACKGROUND INFORMATION OR QUALIFICATIONS DO YOU REQUIRE FROM YOUR SUBCONTRACTORS AND THEIR STAFF? DEFINE YOUR COMPANY'S TRAINING REQUIREMENTS AND STAFFING QUALIFICATIONS REQUIRED.

All potential BES applicants go through a basic background check process. Previous employers and references are contacted to determine character and work ethic of said employees. BES employs a drug free workplace policy (see attached) for all of its employees and does random drug testing. BES subcontractors are required to submit a prequalification form (see attached) in order to determine past work experience, scope of services, equipment list, financial stability, etc. All subcontractors must have completed the subcontractor prequalification form and submit approved certificate of insurance before being processed and added into the BES database.

BERGERON TRAINING AND SAFETY PROGRAM

1. Weekly Safety Meetings at all Job Sites utilizing materials provided by Zurich Insurance specific for our industry. Additional safety meetings when new skills are required.
2. Safety Training including PPE training for all new hires
3. Safety Courses for Superintendents & Foreman
 1. OSHA 30 Hour
 2. OSHA 40 Hour Hazwoper
 3. ATSSA Safety Superintendent - Florida Advanced
 4. CPR/First Aid
 5. Hurricane Reconstruction Safety Training
4. Superintendent and General Superintendent handle on-site Safety
5. In-House Loss Control Director
6. Specialized safety courses as required (ie: Railroad Safety)
7. Safety Manual
8. Safety Bonus Incentives
9. Drug Free Workplace
10. Defensive Driving Course
11. DOT Driver Required Training

E. WHAT IS YOUR DAMAGE CLAIMS PROCESS AND REPAIR PROCEDURE?

During disaster recovery operations, the applicant typically has community relation's protocol in place to keep citizens apprised of activities relevant to the process. Debris removal rapidly becomes a major part of that outreach protocol and our program can be added as an appendix to the applicant program or as a stand-alone protocol. The biggest element of our outreach program is communication between the contractor and the applicant. Accountability of debris crews is paramount in the debris process to ensure efficient operations. The community deserves, at a minimum, to know when they can expect their debris to be handled, deadlines to place their debris by the curbside and when the project benchmarks will be reached.

Additionally, damage claims/reports from citizens will begin pouring in from the citizens once debris operations start. The claims process quickly becomes the largest part of the "debris community relations program".

BES has developed a common sense approach to documenting and resolving damages in the field that has been tried and true for decades. The basis of the approach is communication between the contractor, applicant designees and the homeowners. BES has developed forms to capture the damage claim immediately once it's reported. This allows for the appropriate investigations to be conducted determining whether the damage was a direct result of the event, if it was caused by contractor equipment or the damage was caused by others.

The applicant will determine the conduit for communication of these damages to the contractor. Those conduits can be either a hotline, direct submittal of the claims form to the contractor by the applicant designees (monitors) or homeowners filling out claim forms at our mobile command center. In any case, once the claim is received the field supervisor assigned to the area/zone that the claim is located is immediately notified or is provided a packet each workday if there are multiple claims in his/her area. The field supervisor is responsible for the crews assigned to his/her area; therefore, they will have common knowledge of crew locations, types of equipment being utilized, crew progress, etc. All of these items are critical to the investigation of the claim. Photographs will be taken of reported damage, interviews with the claimant will be conducted and crew interviews will be conducted at minimum. Depending on the severity of the damage, it may be required that an applicant representative be present during these interviews.

Upon completion of the interviews, the field supervisor will report his/her findings to the project manager. The project manager will report these findings to the applicant and claimant, in writing, to begin the resolution process. If it is obviously the fault of a contractor crew, the project manager will request that the crew responsible either make repairs themselves, resolve the issue directly with the claimant or request quotes to have repairs conducted. Resolutions of claims have through cash settlements, repairs made by contractor personnel or repairs by others.

In any case, once the proper repairs are made to the satisfaction of the claimant, a release form will be signed and a copy provided to the applicant to close the file. In some cases, the contractor may dispute that a contractor crew caused the damage. In those circumstances, the contractor will provide ample justification to dispute said claim through load tickets, field notes, monitor reports, etc.

3. LIST PAST EXPERIENCE, CLIENTS, YEAR, NAME OF DISASTER, DEBRIS QUANTITY, LENGTH OF OPERATION, ETC. TO PROVIDE AN OVERVIEW OF YOUR DEBRIS REMOVAL EXPERIENCE.

Throughout the southeastern U.S. our team of experts has employed state-of-the-art management techniques to efficiently remove and dispose of debris. Whether leading or working as part of a team, our focus has always been rapid restoration of a site after a natural disaster. Many of the projects that are included in this section presented significant challenges for the affected areas. Our experienced project managers and vast resources enabled our response to effectively support and, in many cases, expedite the debris and recovery process. The following projects are representative of our ability to produce the required deliverables to Collier County.

Bergeron Emergency Services, Inc. employs approximately 400 full time employees as well as 75 reservists utilized during catastrophic debris operations.

DEBRIS MANAGEMENT AND RECYCLING

Broward County Waste and Recycling Services 2010- Present

Subcontractors and Key Staff Utilized

This project is located less than 1 mile from our corporate offices. Therefore, BES was able to self perform certain portions of this contract; however, due to Small Business Enterprise requirements and set-asides, we subcontracted the majority of the work to Moore Walters and Associates. This company is a certified Small/Disadvantaged Business Enterprise in Broward County and by utilizing their services; we not only met but exceeded our goals. Moore Walters and Associates further utilized Consolidated Resource Recovery to separate, screen and grind materials. BES performed loading and hauling of reduced vegetative material to its final disposition.

Casey Hojara, Senior Project Manager, is in charge of the project and has been in that position for the entire project. Casey has handled day to day operations and served as the liaison between the County and the Contractor.

Services Provided

is currently involved in a large scale recycling project for Broward County Waste and Recycling Services. The project has consisted of more than 300,000 cubic yards of hurricane debris that had been stockpiled for over five years. Said material has been screened, ground and hauled according to its composition and put to a beneficial use.

ICE STORM CLEANUP

Commonwealth of Kentucky, February through July 2009

Subcontractors and Key Staff Utilized

Due to the size of the Kentucky project, multiple subcontractors were utilized. Our top tier subcontractor's included; Grubbs Emergency Services, LLC, Tree-R-U's, Inc., TCF, Inc., Harrison Hauling and others.

BES key staff that were directly involved with the Kentucky response were: JR Bergeron, who provided corporate presence and contract negotiation, Brian Thomason who was responsible for managing all five contracts and providing corporate presence and conflict resolution when necessary. Casey Hojara was the Project Manager for Christian County operations. Josh Brooks was Project Manager for Grayson County operations. JR Grey was Project Manager for Hart County operations. Brian Thomason was also Project Manager for Ballard County operations and Casey Hojara was also Project Manager for Logan County operations.

Services Provided

As the Commonwealth's prime contractor in 6 districts, BES has been selected to perform pick-up and haul, hazardous stump removal and hazardous tree cutting operations including: abatement of stumps, 'leaner's' and 'hanger's' and other emergency protective measures necessary to mitigate the District's safety and health hazard risks to its communities. Specialized, company-owned resources and local subcontracting have provided financial stability to the Commonwealth. BES's technical assistance representative(s) have successfully assisted state and local representatives through FEMA's Public Assistance Program and other federal funding agencies so as to expedite reimbursement for work performed by BES and KYTC force account labor.

The Hart County debris operation included field operations management/oversight, mobilization of subcontractors, payments to subcontractors, scheduling, and liaison services between KYTC and the prime contractor. Similarly, Ballard County operations consisted primarily of field operations and services. Field operations included but were not limited to the physical cutting of leaning trees, dangerous hanging limbs and stumps. Once the debris was cut it was placed curbside for crews to pick up and haul to the temporary debris site. Of note, were the treacherous conditions that followed the intense ice storm; in addition to the inclement weather, staff dealt with the rough terrain and mountainous roadways that had to be navigated to haul the debris to the disposal site.



Another issue that surfaced unexpectedly was the limited capacity of the temporary dumpsites operated by the KYTC which were incapable of handling the amount of storm-generated debris generated from this event. Therefore, we were tasked with identifying other sites and assisting with the procurement of those sites. Further, the KYTC was monitoring the debris operations with force account labors which greatly inhibited our ability to ramp operations up and sustain the necessary production rates to finish the project in a timely manner. BES immediately brought each operational issue up to the KYTC representatives and developed plans and approaches to meet the project timelines. In Hart County, we removed over 200,000 cubic yards in less than 30 days. In Ballard County, BES was instrumental in the removal of over 300,000 cubic yards. Each project was completed to the satisfaction of the prime contractor as well as the applicant.

Total Amount of Contract: \$8,300,000.00

SITE MANAGEMENT

Hurricane Wilma 2005

Subcontractors and Key Staff Utilized

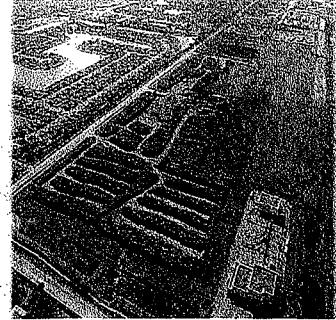
BES utilized Rankin Construction as a subcontractor for debris reduction operations. Rankin provided grinding operations. However, the majority of the reduction was accomplished, by in-house resources, through air curtain incineration. BES completed the permitting and notification with the applicable regulatory agencies on behalf of our client's. That was one less thing our client's had to deal with during their experiences with the storm's impact.

Mr. JR Bergeron along with his brother Mr. Lonnie Bergeron had the responsibility for complete oversight and compliance associated with these sites. Our sister company, Bergeron Recycling Depot, is ran by Lonnie Bergeron and his experiences in environmental permitting and materials handling proved invaluable. Mike O'Brien-General Superintendent, Glauce Brasil-Project Manager and a myriad of Bergeron operators and labor contributed to this project as well.

Services Provided

Bergeron Emergency Services (BES) owns 5 FEMA-approved Temporary Debris Staging and Reduction Sites that successfully processed more than 2 million cubic yards of debris that emanated from Hurricane Wilma in 2005. Eight City's located in Broward City, including the Broward City School Board, brought their debris here for processing and disposal.

While other Broward City site(s) had major issues, such as brush fires and unstable terrain, BES site(s) enabled the City's of Plantation, Pembroke Pines, Cooper City, Miramar, Weston, Southwest Ranches, Hollywood and Davie to quickly dispose of their debris, thus enabling contractors to expedite pick-up and haul operations. Other entities included the Florida Department of Transportation, the Broward City School Board, South Florida Water Management District and 'Local' contractors. The use of BES's multiple TDSRS site(s) and twenty-four hour operation of those site(s), provided immediate removal of separated and processed debris that helped alleviate the constraints of smaller site(s) within Broward City.



Project Value: \$20,000,000.00

DISASTER RECOVERY OPERATIONS

City of Miramar, FL

Projects: Hurricane Wilma and Katrina Cleanup Project (2005- 2006)

Subcontractor's and Key Staff Utilized

BES performed much of Miramar's debris removal with company-owned equipment and in-house resources. There were a small amount of subcontractors utilized, but not many. Those subcontractors included: Tate Transport Company, Top Branch, Sullivan Brothers and Ryan Services. The debris that was removed from Miramar was transported to the BES sites and was handled as described in the site management overview from Wilma 2005.

Key personnel on this project were JR Bergeron, Mike O'Brien, Casey Hojara and Ted Hojara.

Services Provided

As Prime Contractor for the City, Bergeron performed Emergency Push Operations of roadway debris, including Pick-Up & Haul from the Right of Way, Site Management at Bergeron-Owned-FEMA Certified TDSRS Sites and Debris Reduction Operations via Burn & Grind methods. Bergeron was also tasked with Final Disposal of the reduced material.

Total Amount of Contract: \$2,250,000.00

DISASTER RECOVERY OPERATIONS

School Board of Broward County, FL

Projects: Hurricane Wilma Cleanup Project (2005- 2006)

Subcontractor's and Key Staff Utilized

Top Branch, Inc. of Broward County was our primary subcontractor for the entire Broward County School District and utilized a minimal amount of subcontract resources below them. Due to the sensitivity of working on the school grounds while school was in session, it was inherently more conducive to utilize on single subcontractor.

Key staff utilized on the BCSD were Rudy Tribiano, Glauce Brasil and Roger Brasil.

Services Provided

BES cleaned up a total of 278 schools in Broward County while still allowing school to be in session

Total Amount of Contract: \$500,000.00

BES PREVIOUS WORK EXPERIENCE SUMMARY

Client: Broward County, Solid Waste and Recycling Division- 2011 (*ACTIVE PROJECT*)

Scope of Work: Processing and disposal of all vegetative and non vegetative material to landfill and recycling locations.

BP Oil Spill- 2010

Client: Deepwater Horizon/ Resolve Marine Group

Scope of Work: Oversaw daily logistical operations for marine vessel laydown yards including: boom deployment, decontamination of vessels and skimmer deployment. Monitored all incoming and outgoing resources.

Client: The Brickman Group - 2010

Scope of Work: Pick up and haul services for large tri-county landscaping company.

Commonwealth of Kentucky - Ice Storm-2009

Removed 1,277,434.52 CY of debris

Clients: Grayson County (KYTC District 4), Christian County (KYTC District 3), Hart County (KYTC District 7), Logan County (KYTC District 5), Ballard County (KYTC District 1), Hardin County (KYTC District 4)

Scope of Work: Clearing, Debris Removal, Dumping

Hurricane Wilma – 2005-2006

Removed over 8 million CY of debris

Clients: City of Lakeland, Town of Davie, City of Hollywood, Town of Southwest Ranches, City of Pembroke Pines, City of Miramar, Cooper City, City of Weston, School Board of Broward County, City of Tamarac, Florida Department of Transportation for Palm Beach, Miami Dade and Orange Counties

Scope of Work: Clearing, Debris Removal, Disposal & Dumping, Managed own TDSRS

Hurricane Katrina- 2005

Clients: Miami Dade City, Florida Department of Transportation in Broward, Palm Beach, Miami Dade and Orange Counties, City of Doral, City of Coral Gables, Village of Pinecrest, City of Pembroke Pines, City of Tamarac, City of Miami,

Scope of Work: Clearing, Debris Removal, Stump Removal, Disposal & Dumping, Managing own TDSRS

Hurricane Frances – 2004-2005

Client: Florida Department of Transportation

Scope of Work: Supplied Fuel to Turnpike Service Stations, First Response, Emergency Push

Hurricane Frances – 2004-2005

Clients: Palm Beach City, Palm Beach Gardens, Town of Manalapan, Town of Highland Beach

Scope of Work: Clearing, Debris Removal, Disposal, Stump Removal & Dumping

Hurricane Ivan – 2004-2005

Clients: Palm Beach Gardens, Town of Manalapan, Town of Highland Beach, Florida Department of Transportation,

Scope of Work: Clearing, Debris Removal, Disposal & Dumping

Hurricane Jeanne – 2004-2005

Clients: Town of Manalapan, Town of Highland Beach

Scope of Work: Clearing, Debris Removal, Stump Removal, Disposal & Dumping

Hurricane Charlie – 2004-2005

Clients: City of Palm Beach Gardens, Town of Manalapan, Town of Highland Beach,

Scope of Work: Clearing, Debris Removal, Disposal & Dumping

Hurricane Charlie – 2004-2005

Clients: Florida Department of Transportation

Scope of Work: Supplied Fuel to Turnpike Stations, First Response, Emergency Push

Hurricane Andrew- 1992

Client: Homestead

Scope of Work: Debris Removal, Clearing and Disposal

4. PROVIDE THREE (3) REFERENCES SPECIFIC TO DEBRIS REMOVAL AND DISPOSAL SERVICES.

Organization Name: Broward County, Solid Waste and Recycling Division

Address: 1 N. University Drive, Suite 400, Plantation FL 33324

Contact Person: Jim Willard, Contract Administrator

Telephone Number: 954-680-0088, ext. 222

Email Address: JWILLARD@broward.org

Date(s) of Services: April 21, 2010 through April 21, 2011

Name of Client: Kentucky Transportation Cabinet

Address: 200 Mero Street, Frankfort, KY 40622

Contact Person: Richard Mize, Contract Administrator

Telephone Number: 502-564-6521

Email Address: Richard.mize@ky.gov

Date(s) of Services: February 18, 2009 through June 30, 2009

Name of Client: City of Miramar, FL

Address: 13900 Pembroke Road, Miramar, FL 33025

Contact Person: Tom Good, Public Works Director

Telephone Number: 954-883-6819

Email Address: tgood@ci.miramar.fl.us

Date(s) of Services: October 2005 through January 2006

REFERENCE LETTERS



OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT

Steven L. Beshear
Governor

1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
Phone (502) 573-2382
Fax (502) 573-2939
Toll Free (800) 346-5606
www.dlg.ky.gov

Tony Wilder
Commissioner

September 11, 2009

Bergeron Emergency Services, Inc.
19612 S.W. 69th Place
Ft. Lauderdale, FL 33332


Dear Mr. Bergeron,

On behalf of the Commonwealth of Kentucky and its municipalities, I would like to commend you on a job well done in the counties of Ballard, Christian, Hart, Hardin, Grayson and Logan. The ice storm in January was the largest disaster in our state's history and your knowledgeable staff helped us through the plethora of documentation that emanated from not only your operations but also our local work forces'. Indeed, the collaboration between your firm and our local work force was key to a successful operation we hope never to have to deal with again.

The ice storm left much of the state in complete ruin. Upon notification, your firm immediately responded and worked tirelessly to assist both our Project Managers in the field and our municipal representatives responsible for the many facets such an operation demands. Because of the partnership between our Kentucky Transportation Cabinet and Bergeron, we were able to maximize our reimbursement from the FHWA and FEMA, the federal funding agencies for this massive project. Your adherence to all local, state and federal guidelines helped us tremendously with issues that might have otherwise been unsuccessful or overlooked.

Subsequent to your award in the aforementioned counties for operations detrimental to our recovery, Bergeron Emergency Services regularly communicated with us even when communications were crippled and made itself flexible to the rapidly changing conditions, including assisting us with the restoration of both Pennyrile and Rough River Dam State Parks, two of the largest and most precious parks in our state.

In closing, I would like to thank you and your staff for working so closely with our staff. It would be my pleasure to recommend your company to anyone who may suffer from a similar unfortunate circumstance in the future.

Sincerely,

Tony Wilder
Commissioner

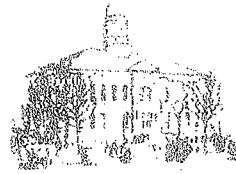


ATTENTION:
MANAGER

PLEASE
RETURN TO:
MANAGER
OFFICE

VICKIE VINIARD

Ballard County Judge Executive
1010 E. 27th St., Suite 100
P.O. Box 10000, Des Moines, IA 50319



FAX 515-270-3335-3010
Ballard County, IA

June 29, 2009

Mr. Ronald Bergeron, Jr.
Bergeron Emergency Services, Inc.
19612 SW 69th Place
Pembroke Pines, FL 33332

Dear Mr. Bergeron:

This letter of recommendation is being written to commend you and your staff for the exemplary efforts displayed during our response and recovery from the crippling ice storm we recently faced.

Upon initiation of your contract by the KYTC and arrival of your crews, we began to realize that a management staff knowledgeable of the debris management process and adequate resources were now in place to begin our project. Your crews and staff were totally committed to the project from their arrival to the closeout. The County was faced with many operational issues that your company and KYTC representatives collaborated on the bring resolve. The KYTC has not seen an ice storm of this magnitude and the assistance your company brought to the table was paramount in our recovery.

In closing, we would like to add that it has been a pleasure to work with each and every one of you. The team effort between Bergeron, the KYTC monitors and staff, Mr. Dave Fernandez (Senior Project Manager) and the subcontractors on this project were the keys to a successful project. We all wrapped our hands around the challenge and overcame the issues to do what had to be done. Please feel free to have anyone who may find themselves in a similar disaster situation to call me for a reference.

Sincerely,

Vickie Viniard
Vickie Viniard
Ballard County Judge Executive



TRANSPORTATION CABINET

Frankfort, Kentucky 40322
www.kentucky.gov

Steven L. Beshear
Governor

Joseph W. Prather
Secretary

June 29, 2009

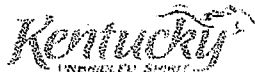
To Whom It May Concern:

In late January 2009, the State of Kentucky was hit with a devastating ice storm that caused wide spread damage and generated a significant amount of tree related debris along our roadway system. The Kentucky Transportation Cabinet (KYTC) immediately put in place a debris removal contract for each county affected throughout the State. This debris removal contract included removal of hangers, leaners and debris existing along our maintained right-of-way that followed FEMA protocol and specifications. I had the opportunity to oversee the work of this debris removal in Ballard County where the services of Bergeron Emergency Services were utilized in accordance with the KYTC debris removal contract. The amount of debris along our state roadway system in Ballard County totaled over 250,000 cubic yards upon completion by Bergeron. Throughout the course of this project I worked closely with Bergeron representatives to ensure that all FEMA guidelines were being adhered to, that safety was always a primary focus to all parties involved, that Bergeron was adequately addressing all affected areas in Ballard County for KYTC, and most importantly that our customer, the public, was receiving a quality product. Several obstacles were encountered through the early part of the debris removal process but through the guidance and coordination of Mr. Dave Fernandez, operations improved and we began to see production in a positive direction. The Bergeron staff was very accommodating and kept in constant contact with all applicable KYTC staff as to work progression, work changes, specific needs, etc. All paperwork was submitted promptly and any requests made by KYTC were addressed in a timely fashion. The project staff took great pride in their work and made a superb effort at ensuring our needs were met on a daily basis.

In closing, I would highly recommend Bergeron Emergency Services for any future debris removal projects and am glad I have had the opportunity to work with them during our recent disaster.

Sincerely,

Kyle M. Poat, P.E.
Transportation Engineer Supervisor -- Paducah Section
KY Dept. of Highways - District One
Paducah, KY



**TRANSPORTATION CABINET**Frankfort, Kentucky 40622
www.kentucky.govSteven L. Beshear
GovernorJoseph W. Prather
Secretary

June 30, 2009
Bergeron emergency services, Inc.
19612 SW 69th Place
Pembroke Pines, FL 33332

Dear Mr. Bergeron:

This letter of recommendation is being written to commend you and your staff for the exemplary efforts displayed during our response from the crippling ice storm we recently faced.

Upon initiation of your contract by the KYTC and arrival of your crews, we began to realize that a management staff knowledgeable of the debris management process and adequate resources were now in place to begin our project. Bergeron realized in April that there were some management issues and some changes in staff were to be made and did so accordingly to completed this project. Your crews and staff were totally committed to the project from their arrival to the closeout. The County was faced with many operational issues that your company and KYTC representatives collaborated on to bring resolve. The KYTC has not seen an ice storm of this magnitude and the assistance your company brought to the table was paramount in our recovery.

In closing we would like to add that it has been a pleasure to work with each and every one of you. The team effort between Bergeron, the KYTC monitors and staff Mr. Dave Fernandez [Senior Project Manager] and the sub-contractors on this project were keys to a successful project. We overcame issues and did what had to be done.

Sincerely,

Phillip Morris
Superintendent II, Ballard County

Handwritten signature of Phillip Morris in cursive.

Bill Hook
Superintendent 1, Ballard County

Handwritten signature of Bill Hook in cursive.

Christian County Road Department

2701 Russellville Road
Hopkinsville, Kentucky 42240
Phone: 270-887-4122 | Fax: 270-887-2794

CHUCK CHAMBERS
DIRECTOR OF PUBLIC WORKS

Mailing Address:
515 WEBER STREET

April 27, 2009

Mr. Ronald Bergeron, Jr.
Bergeron Emergency Services, Inc.
19612 SW 69th Place
Pembroke Pines, FL 33332

Re: Kentucky Ice Storm 2009, Christian County Debris Operations for the Kentucky Transportation Cabinet

Dear Mr. Beregeron,

This letter of recommendation is being written to commend you and your staff for the exemplary efforts displayed during our response and recovery from the crippling ice storm we recently faced. During your company's contract and performance period in Christian County, many milestones were reached which contributed to an expedient operation. Some of those milestones are as follows:

Bergeron Emergency Services immediately responded and commenced debris cleanup operations in Christian County on February 19, 2009. In the first seven days of operations, there were a total of three crews, which consisted of nine (9) trucks and eighteen (18) workers. As crew forces were increased, production levels steadily increased over the next five weeks.

The number of crews eventually reached eleven (11), which yielded thirty-six (36) trucks and over fifty (50) workers. On our most productive day, we hauled 257 loads which equated to approximately 13,000 cubic yards of debris that was removed from State and County roads. As of Bergeron's completion date on April 30, 2009, our total cubic yardage of debris removed, from our section of the County, was 251,501 and the total for both contractors (Christian County split the county between two contractors) was 387,845 yards.

In closing, we would like to add that it has been a pleasure to work with each and every one of you. We feel based on your company's performance and the manner in which the job was executed; we are well on our way from recovering from this devastating event. The team effort between Bergeron, the KYTC monitor's and staff, Mr. Casey Hojara (Project Manager) and the subcontractors on this project was the key to an expeditious recovery.

Please feel free to have anyone who may find themselves in a similar disaster situation to call me for a reference.

Sincerely,


Chuck Chambers
Christian County



TRANSPORTATION CABINET

Department of Highways District 2 Office
1840 North Main Street
P.O. Box 600
Madisonville, KY 42431-5003
(270) 824-7080

Steven L. Beshear
Governor

Joseph W. Prather
Secretary

May 20, 2009

Mr. Ronald Bergeron, Jr.
Bergeron Emergency Services, Inc.
19612 SW 69th Place
Pembroke Pines, FL 33332

Re: Kentucky Ice Storm 2009, Christian County Debris Operations for the Kentucky Transportation Cabinet

Dear Mr. Bergeron,

This letter of recommendation is being written to commend you and your staff for the exemplary efforts displayed during our response and recovery from the crippling ice storm we recently faced. During your company's contract and performance period in Christian County, many milestones were reached which contributed to an expedient operation. Some of those milestones are as follows:

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Please feel free to have anyone who may find themselves in a similar disaster situation to call me for a reference.

Sincerely,

Gary R. Hill, P.E.
Monitor for Christian County



An Equal Opportunity Employer M/F/D



PENNYRILE FOREST STATE RESORT PARK

DEPARTMENT OF PARKS
TOURISM, ARTS AND HERITAGE CABINET
20781 PENNYRILE LODGE ROAD
DAWSON SPRINGS, KY. 42408
PHONE 270-797-3421
FAX 270-797-3413
www.parks.ky.gov

STEVEN L. BESHEAR
GOVERNOR

MARCHETA SPARROW
SECRETARY

GERRY VAN DER MEER
COMMISSIONER

May 31, 2009

Dear Mr. Bergeron,

This letter of recommendation is being written to commend you and your staff for the exemplary efforts displayed during our response and recovery from the crippling ice storm we recently faced. During your company's contract and performance period in Christian County, many milestones were reached which contributed to an expedient operation.

Although your company was not directly contracted to assist in clean up efforts within the Pennyrile Lodge State Park, your company graciously assisted Park officials along with KYTC monitors and staff to expeditiously complete the work.

In closing, we would like to add that it has been a pleasure to work with each and everyone of you. We feel based upon your company's performance and the manner in which the job was executed we are well on our way from recovering from this devastating event. The team effort between Bergeron, the KYTC monitor's and staff, Mr. Casey Hojara (Project Manager) and the subcontractors on this project was the key to expeditious recovery.

Please feel free to have anyone who may find themselves in a similar disaster situation call me for a reference.

Sincerely,

Peter Bowles
Manager, Pennyrile Forest State Park



TRANSPORTATION CABINET

Department of Highways District 4 Office
634 East Dixie
P.O. Box 309
Elizabethtown, KY 42702
(270) 766-5066

Steven L. Beshear
Governor

Joseph W. Prather
Secretary

May 21, 2009

Mr. Ronald Bergeron, Jr.
Bergeron Emergency Services, Inc.
19612 SW 69th Place
Pembroke Pines, FL 33332

Dear Mr. Bergeron:

This letter of recommendation is being written to commend you and your staff for the exemplary efforts displayed during our response and recovery from the crippling ice storm we recently faced.

Upon initiation of your contract by the KYTC and arrival of your crews, we began to realize that a management staff knowledgeable of the debris management process and adequate resources were now in place to begin our project. Your crews and staff were totally committed to the project from their arrival to the closeout. The County was faced with many operational issues that your company and KYTC representatives collaborated on to bring resolve. The KYTC has not seen an ice storm of this magnitude and the assistance your company brought to the table was paramount in our recovery.

In closing, we would like to add that it has been a pleasure to work with each and every one of you. The team effort between Bergeron, the KYTC monitors and staff, Mr. Josh Brooks and Mr. Dave Fernandez (Project Managers) and the subcontractors on this project were the keys to a successful project. We all wrapped our hands around the challenge and overcame the issues to do what had to be done. Please feel free to have anyone who may find themselves in a similar disaster situation to call me for a reference.

Sincerely,

Ashley Higdon
Superintendent II, Grayson County



An Equal Opportunity Employer: M/F/D



STEVEN L. BESHEAR
GOVERNOR

COMMERCE CABINET
DEPARTMENT OF PARKS

MARCHETA SPARROW
SECRETARY

ROUGH RIVER DAM STATE RESORT PARK
450 LODGE ROAD
FALLS OF ROUGH, KY 40119
270-257-2311
270-257-8682

JAMIE LINK
DEPUTY SECRETARY
ACTING COMMISSIONER

To: Mr. Ronald Bergeron, Jr.
Bergeron Emergency Services, Inc.
19612 SW 6th Place
Pembroke, Fl 33332

Dear Mr. Bergeron:

I would like to thank you and your people for managing to work through all the bad weather, one bad crew, and other delays in helping to get our State Park back in a working condition.

This has been a tough start to a resort season and the ice storm was bad enough when we had to take on the second storm with a lot of damaging winds.

Once your people got lined out and were able to start work they did an effective job and worked closely with our maintenance people to get the Clean-up completed as quickly as possible and the work was completed with as little inconvenience to our guest, as possible, and we appreciate their efforts in this area.

We recommend your people because they were good communicators when there were to many chiefs and not enough information to provide good directions during a very difficult time. Your people endured and provided good support and got the job done in a professional and timely manner.

Like Mr. Higdon, we would give a strong recommendation to your companies handling of this situation and recommend your company as capable of getting the job done in the future.

Sincerely,

Chuck Tempfer
Park Manager

KentuckyUnbridledSpirit.com



An Equal Opportunity Employer M/F/D



Terry Martin
Hart County Judge Executive

Hart County Fiscal Court
200 Main Street
P. O. Box 490
Munfordville, KY 42765

270-524-5219
270-524-9732 fax

Gary Gardner
First District Magistrate

Melvin Perkins
Second District Magistrate

Ronald Riordan
Third District Magistrate

Franklin Turner
Fourth District Magistrate

Don Kessinger
Fifth District Magistrate

Sue Gardner
Hart County Treasurer

Cherryl Brewer
Hart County Fiscal Court Clerk

Paula S. Day
Hart County Finance Officer

May 11, 2009

Mr. Ronald Bergeron
Bergeron Emergency Services, Inc.
19612 SW 69th Place
Pembroke, Pines, FL 33332

Re: Ice Storm 2009 Debris Removal Operations for Hart County

Dear Mr. Bergeron,

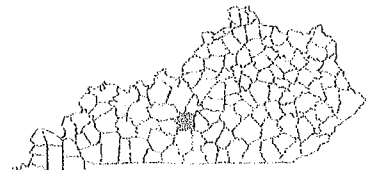
Please accept this letter of recommendation for Bergeron Emergency Services, Inc. Your staff assigned to the Hart County operation made significant contributions to the success of our debris cleanup. We have found Bergeron to be responsive and professional in all aspects of their work. The cooperation between the contractor, state and county officials was great.

We found your Project Manager, Mr. JR Gray, to be willing to 'go the extra mile' and to displayed experience and professionalism throughout the project. Your staff was a constant presence on the project to address any citizen or county concerns. This is very important to getting any operation completed.

In summary, our experience with Bergeron Emergency Services, Inc. has been very positive. We would recommend your company, without hesitation, to any entity that may find themselves in a situation requiring your services. Thank you again and if you have any questions, please contact me at (270) 524-5219.

Sincerely,

Terry L. Martin
Hart County Judge Executive



Hart County is an Equal Opportunity Employer



Terry Martin
Hart County Judge Executive

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Sue Gardner
Hart County Treasurer

Cherryl Brewer
Hart County Fiscal Court Clerk

Paula S. Day
Hart County Finance Officer

May 12, 2009

Mr. Ronald Bergeron, Jr.
Bergeron Emergency Services, Inc.
19612 69th Place
Pembroke Pines, Fl. 33332

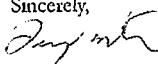
Re: Kentucky Ice Storm 2009, Hart County Debris Operations for the Kentucky Transportation Cabinet

Dear Mr. Bergeron,

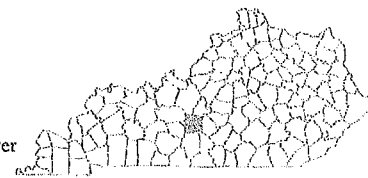
This letter of recommendation is being written to commend you and your staff for the exemplary efforts displayed during our response and recovery from the crippling ice storm we recently faced. We were especially pleased to have experienced the immediate response and professionalism displayed by your company following the termination of the DRC Emergency Services, LLC (DRC) contract. The initial contractor hired for Hart County operations by the KYTC (DRC) set the project commencement back by at least 1 1/2 weeks prior to their departure.

Upon initiation of your contract by the KYTC and arrival of your crews, we began to realize that a management staff knowledgeable of the debris management process and adequate resources were now in place to begin our project. Moreover, not only were we able to begin our project, we still completed prior to deadlines set by the KYTC to bring our recovery to an expeditious closure. Your crews and staff were totally committed to the project from their arrival to the closeout.

In closing, we would like to add that it has been a pleasure to work with each and every one of you. The team effort between Bergeron, KYTC monitor's and staff, Mr. JR Gray (Project Manager) and the subcontractors on this project were the keys to a successful project. We find this extremely gratifying based on the initial delays we encountered. Nonetheless, we all wrapped our hands around the challenge and overcome the issues to do what had to be done. Please feel free to have anyone who may find themselves in a similar disaster situation to call me for a reference at (270)524-5219.

Sincerely,

Terry Martin
Hart County Judge Executive

Hart Fiscal Court is an Equal Opportunity Employer



Hart County is an Equal Opportunity Employer



TRANSPORTATION CABINET

Frankfort, Kentucky 40622
www.kentucky.gov

Steven L. Beshear
Governor

Joseph W. Prather
Secretary

May 20, 2009

Mr. Ronald Bergeron
Bergeron Emergency Services, Inc.
19612 SW 69th Place
Pembroke Pines, FL 33332

Re: Kentucky Transportation Cabinet; Ice Storm 2009 Debris Removal Operations for Hart County

Dear Mr. Bergeron,

Please accept this letter of recommendation for Bergeron Emergency Services, Inc. Your staff assigned to the Hart County operation made significant contributions to the success of our debris cleanup. We have found Bergeron to be responsive and professional in all aspects of their work.

We found your Project Manager, Mr. JR Gray, to be willing to 'go the extra mile' and displayed experience and professionalism throughout the project. Your staff was a constant presence on the project to address any citizen or KYTC concerns.

In summary, our experience with Bergeron Emergency Services, Inc. has been very positive. We would recommend your company, without hesitation, to any entity that may find themselves in a situation requiring your services. Thank you again and I can be reached at (270)-524-4421.

Sincerely,

A handwritten signature in cursive script that reads "Todd A. Lawler".

Todd Lawler
Superintendent II
KYTC Hart County



City of Pembroke Pines

Frank C. Ortis, Mayor
Angelo Castillo, Vice-Mayor
Charles F. Dodge, City Manager

William B. Armstrong, Commissioner
Ben Fiorendino, Commissioner
Iris A. Siple, Commissioner

January 24, 2006

Bergeron Land Development, Inc
19612 S.W. 69th Place
Fort Lauderdale, FL 33332

TO: Ramon Lara
Project Manager

RE: Hurricane Wilma, Debris Removal
Letter of Merit

This correspondence is being sent by the City of Pembroke Pines Public Services to recognize Bergeron Land Development Inc. and yourself for accomplishments as it relates to hurricane debris removal in the City of Pembroke Pines, Florida following Hurricane Wilma.

The communication, project management, organization, professionalism, and the overall expeditious manner in which Bergeron Land Development, Inc. removed storm generated debris from the right-of-ways throughout the city was impressive.

In closing, they were a beneficial addition to the disaster relief services, we anticipate utilizing their services in future disasters.

Respectfully,

Shawn W. W. Denton
City of Pembroke Pines
Director of Public Services

City of Miramar
An Equal Opportunity Employer



January 25, 2006

Mayor

Lori C. Moseley

Re: Recommendation Letter

City Commission

Winston F. Barnes

To Whom It May Concern:

Marjorie J. Conlan

On October 24, 2005 Hurricane Wilma slammed into South Florida causing significant damage to Broward County. The damage and safety to our citizens due to debris in the area was obviously an immediate concern to the City of Miramar.

Troy R. Samuels

Bergeron Land Development, Inc. was contracted by the City of Miramar to expedite the removal of debris from the right-of-ways in Miramar. Bergeron Land Development participated in the entire contract from beginning to end with a great deal of diligence and professionalism.

John L. Moore

City Manager

Robert A. Payton

The City of Miramar was pleased with Bergeron Land Development's performance and would consider using them again in the future.

Respectfully,

Thomas Good
Administration Officer

TG/els

City Manager
c/o City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

Phone: (954) 602-3115
Fax: (954) 602-3548



Town of Southwest Ranches

6589 S. W. 160 Avenue
Southwest Ranches, FL 33331
Phone: (954) 434-0008 Fax: (954) 434-1490
Website: www.southwestranches.org

March 3, 2009

Re: Bergeron Emergency Services, Inc.

To Whom It May Concern:

In October 2005, the Town of Southwest Ranches was at the forefront of Hurricane Wilma as it crossed the Florida peninsula and entered Broward County. Southwest Ranches is adjacent to the everglades at the storms point of entry.

The amount of debris generated was tremendous. Bergeron Emergency Services provided hurricane debris removal services to the Town for several months. Their professionalism, diligence and response to the Town's every concern was truly appreciated.

The Town has a contract in place with Bergeron for future debris removal which is the best endorsement.

Sincerely,


Lee J. Rickles
Administrative Services Director

Mayer, Jeff Nelson - Vice Mayor, Steve Bralitzman
Councilmember Freddy Finkell - Councilmember Aster Knight - Councilmember Doug Motley - Interim Town Administrator, Earl Wrales

5. DESCRIBE YOUR DAMAGE CLAIM RESOLUTION PROCESS AND TIMELINE FOR COMPLETION OF REPAIR.

During disaster recovery operations, the applicant typically has community relations protocol in place to keep citizens apprised of activities relevant to the process. Debris removal rapidly becomes a major part of that outreach protocol and our program can be added as an appendix to the applicant program or as a stand-alone protocol. The biggest element of our outreach program is communication between the contractor and the applicant. Accountability of debris crews is paramount in the debris process to ensure efficient operations. The community deserves, at a minimum, to know when they can expect their debris to be handled, deadlines to place their debris by the curbside and when the project benchmarks will be reached. Additionally, damage claims/reports from citizens will begin pouring in from the citizens once debris operations start. The claims process quickly becomes the largest part of the "debris community relations program".

BES has developed a common sense approach to documenting and resolving damages in the field that has been tried and true for decades. The basis of the approach is communication between the contractor, applicant designees and the homeowners. BES has developed forms to capture the damage claim immediately once it's reported. This allows for the appropriate investigations to be conducted determining whether the damage was a direct result of the event, if it was caused by contractor equipment or the damage was caused by others.

The applicant will determine the conduit for communication of these damages to the contractor. Those conduits can be either a hotline, direct submittal of the claims form to the contractor by the applicant designees (monitors) or homeowners filling out claim forms at our mobile command center. In any case, once the claim is received the field supervisor assigned to the area/zone that the claim is located is immediately notified or is provided a packet each workday if there are multiple claims in his/her area. The field supervisor is responsible for the crews assigned to his/her area; therefore, they will have common knowledge of crew locations, types of equipment being utilized, crew progress, etc. All of these items are critical to the investigation of the claim. Photographs will be taken of reported damage, interviews with the claimant will be conducted and crew interviews will be conducted at minimum. Depending on the severity of the damage, it may be required that an applicant representative be present during these interviews.

Upon completion of the interviews, the field supervisor will report his/her findings to the project manager. The project manager will report these findings to the applicant and claimant, in writing, to begin the resolution process. If it is obviously the fault of a contractor crew, the project manager will request that the crew responsible either make repairs themselves, resolve the issue directly with the claimant or request quotes to have repairs conducted. Resolutions of claims have through cash settlements, repairs made by contractor personnel or repairs by others.

In any case, once the proper repairs are made to the satisfaction of the claimant, a release form will be signed and a copy provided to the applicant to close the file. In some cases, the contractor may dispute that a contractor crew caused the damage. In those circumstances, the contractor will provide ample justification to dispute said claim through load tickets, field notes, monitor reports, etc.

TAB 2: SCOPE OF SERVICES: A DESCRIPTION OF THE PROPOSED WORK PROGRAM TO ACHIEVE THE REQUESTED SERVICE LEVEL IS DESCRIBED IN REQUESTED SERVICES SECTION OF THIS RFP. CONTRACTOR SHALL AGREE TO PROVIDE SERVICES IN A PROFESSIONAL AND WORKMANLIKE MANNER AND IN COMPLIANCE WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND PERMITS.

1. DO YOU PROVIDE SERVICES FULL-TIME, YEAR ROUND?

Bergeron Emergency Services, Inc. (BES) is a full-time year round disaster recovery firm and has been since its incorporation in April of 2006.

2. DESCRIBE HOW YOUR FIRM TYPICALLY GATHERS THE NECESSARY RESOURCES WHEN NOTIFIED OF A DISASTER.

MOBILIZATION

RECALL OF PERSONNEL

- All senior management personnel and reservists will be contacted for assignment in accordance with the company Disaster Action Plan and Mobilization Plan.
- Recall of all other required personnel will be accomplished through the company headquarters office in Ft. Lauderdale, Florida using the disaster recall roster. The BES personnel department will maintain the disaster recall roster of current personnel.
- Company transport operators will be instructed what equipment to load, its current location and directions as to its final delivery point.
- Equipment operators and other key personnel will be instructed to report to their pre-assigned deployment location for briefings, assignment and embarkation to the work area.

EQUIPMENT TRANSPORTATION

- BES and fleet Equipment Company accounts over-the-road equipment transports and operators will initially conduct equipment transportation.
- Additional equipment transportation will be conducted, as needed, by over-the-road sub-contracted equipment transporters and operators through standing pre-established agreements.
- The company safety officer will conduct a safety briefing and safety equipment compliance check prior to any equipment transport(s) departure to ensure compliance with the Corporate Safety Plan.

BES ADVANCE MANAGEMENT TEAM

- BES's advance management team will report to a designated location for tasking and instructions as directed by the Town of Southwest Ranches.
- The BES advanced management team will determine the site location(s) in the disaster area for BES's temporary field office, communication unit, and support systems.

PERSONNEL TRANSPORTATION

- The BES advanced management team will be air lifted to the designated location by company-owned/leased aircraft.
- Busses, motor homes, car pools, etc. will provide transportation for other company personnel.

CORPORATE AIRCRAFT

All aircraft owned or leased by BES will be made flight ready and assigned to the advanced management team for dispatch and utilization.

FIELD OFFICE AND COMMUNICATION CENTER

- Company headquarters personnel will ensure, by checklist, that BES field office trailer contains all required equipment and supplies prior to departure.
- Company headquarters personnel will ensure, by checklist, that BES communications trailer has had a full systems check and that it contains all the required equipment/supplies prior to departure.
- Portable power supplies for both BES field office and communications trailers will be safety inspected and load tested prior to departure.

SAFETY BRIEFINGS

- The BES Safety Officer will conduct a safety briefing and personal protective equipment check prior to the departure of any personnel to ensure compliance with the Corporate Safety Plan.

TEMPORARY HOUSING AND SUBSISTENCE SUPPORT

- Company headquarters personnel will secure temporary housing by the following priority of choice: 1) rental property; 2) efficiency lodging rooms; 3) non-efficiency lodging rooms; 4) company or rental motor homes and/or travel trailers.
- BES headquarters personnel will secure temporary sanitary facilities in the event such facilities are inoperable in the affected area.
- BES headquarters personnel will assure a reliable and safe supply of food and potable water for consumption by all personnel assigned to the field.
- BES headquarters personnel will establish and maintain an "At Home Emergency Contact List", to include, key medical information for all field personnel to ensure compliance with the Corporate Safety Plan.

PERSONNEL AND EQUIPMENT TASKING

- The required equipment transports and operators will be directed where to report to commence emergency work as required by the Town of Southwest Ranches tasking or contract activation via Notice to Proceed.
- All trucks and/or containers, which will be used for hauling of debris, will be directed where to report for safety inspection and haul capacity/quantity measurement by BES and the Town of Southwest Ranches personnel. Each truck and/or container will be permanently numbered to reflect the truck number, contractor number and haul capacity.
- All personnel must receive a site/task specific hazard communications and safety briefing prior to commencement of any work tasks to ensure compliance with the Corporate Safety Plan. (All components – Management – Support – Field Force)

FUEL SUPPLY

- In addition to the 100,000 gallons BES maintains in holding tanks and Company-owned fuel trucks, BES headquarters personnel will establish a list of emergency fuel suppliers for use by field maintenance/fuel personnel.
- Field maintenance/fuel personnel shall prepare their assigned maintenance/fuel vehicles for deployment in accordance with the appropriate inventory and safety checklists.

PERSONNEL TRAINING

- All BES personnel records (management, supervisors, foremen and laborers) shall be reviewed prior to deployment of personnel, to ensure all personnel have documentation of current training for each position that they could be assigned (in accordance with OSHA, EPA and other applicable regulations and standards).
- Personnel requiring refresher training shall be given a refresher course prior to being assigned to a position.
- Should refresher training be required, each applicable employee receiving refresher training shall have his/her personnel record amended to reflect that refresher training was accomplished.

3. HOW WOULD YOU DETERMINE THE LENGTH OF YOUR DISASTER DEBRIS CLEAN UP AND RECOVERY SERVICES FOR THE TOWN?

BES follows the typical disaster recovery project and debris estimating plans that are encompassed in most municipal, State and Federal debris management contracts. Debris management plans require the contractor to utilize as a minimum, the US Army Corps of Engineers (USACE) Debris Estimating Model to establish planning baselines for each category (1-4) of storm that could impact that particular entity. However, the USACE Model has an accuracy of +/- 30%. Therefore, experience, windshield surveys and eventually real-time production rates will dictate the magnitude of the project.

For instance, the USACE estimate for the Town of Southwest Ranches for a category two storm is 500,000 cubic yards and the Town had set a project goal of 90 days. To meet that time line, the contractor would have to remove roughly 5,555 cubic yards per day. A typical crew may remove around 1,200 cubic yards per day. So to meet the project timeline, the contractor would need approximately 5 crews.

That's for planning purposes. Once we as the contractor are able to see tangible production rates based on haul distances, time at the dump, etc., we would increase our crew strength to reduce project time. Also taking into consideration the number of passes required by the Town, special operations such as trees, stumps and hangers/leaners may impact production. Nonetheless, we would adjust our crew staffing to meet the Town's deadlines. The bulk of disaster debris should be able to be handled and processed in 90-120 days as a rule of thumb. Other operations may impact project lengths such as final disposal or site remediation, but these items are typically out of public view and a sense of normalcy has been established.

4. DESCRIBE YOUR RECORD KEEPING PROCESS FOR FEMA AND FHWA REIMBURSEMENTS. HOW OFTEN WOULD INFORMATION BE COMMUNICATED FROM THE STREET PERSONNEL TO YOUR ADMINISTRATIVE STAFF? HOW WOULD YOU ENSURE ACCURACY OF THOSE REPORTS? WHAT IS YOUR METHOD OF BACKUP IN CASE OF LOST INFORMATION?

BES provides a user-friendly, web-based documentation system, allowing the Town of Southwest Ranches representative(s) access from their individual departments. BES has a full-time staff for data entry providing the Town of Southwest Ranches with 'real-time' data for updates on the progress of the work tasked by its Authorized Representative(s). Examples include: reconciling data via information from load tickets, truck measurement logs and other specialty documentation; FEMA and other federal funding agencies required documentation forms that can be downloaded, graphs illustrating geographical progress for specific task(s); 'streamline data' to the county's monitoring firm and finance/purchasing departments, which they will require for accurate, timely reimbursement claims to federal funding sources.

BES's "from the field" reporting is input daily by its full-time staff. Examples include: load tickets 'key' data entry and scanning for image availability; debris right-of-way reports delineating County, FHWA and non-FHWA roads; TDSRS material processing, segregation and reduction data and final disposal of reduced material reports and other specialty forms created by BES for task(s) specification(s).

BES's IT and networking capabilities are through Teleco, Inc. and have several servers that combine into a single domain for optimal communication. 'Key' field and office personnel also have Blackberry's and other 'Smart' Phone capabilities, including wireless laptop cards, through Agreements with three different cell phone providers: Verizon, AT&T and Sprint-Nextel. As a final 'failsafe' the attached agreement with Online Satellite Communications provides BES 'emergency satellite' capabilities for School Board representative(s).

BES's communication resources include a primary voice-over IP line and secondary copper lines with Teleco, Inc., should the primary fail during and after an event. BES also has agreements in place with three cell phone carriers: Verizon, Sprint-Nextel and AT&T. These providers have emergency protocols in place should the cell towers go down. They include mobile towers and back-up satellite capabilities. Finally, should all of the above fail; BES has an agreement with Online Satellite Communications, providing satellite phone communication.

It is important to also note that BES will assign a Technical Assistance representative to provide proper reimbursement documentation and reconciliation between the Town of Southwest Ranches, BES and its subcontractors

Reports:

BES shall submit periodic, written reports in a format required by the Town of Southwest Ranches documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

Daily Reports:

Daily progress reports will be submitted by BES to the School Board will be submitted indicating fully and completely what was conducted that day and will also detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. BES will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of emergency services operations within 24 hours. *At a minimum this daily reporting will include the following information:*

- a) Contractor's Name
- b) Contract Number
- c) Date of Work Performed
- d) Subcontractor's Name

- e) Work Site Crew Composition
- f) Employee Daily Time Tickets, for Hourly Rates if Needed
- g) Location of Work Site
- h) Location of TDSRS
- i) Daily & Cumulative Total of Debris Collected
- j) Daily & Cumulative Totals of Debris Processed, to Include Methods of Processing, by Debris Category
- k) Daily Estimates of Hazard/Toxic Waste, & Cumulative Amount of Hazardous/Toxic Waste Placed in the Designated Holding Area
- l) Copies of Daily Load Tickets
- m) Copies of Damage Reports & Resolutions
- n) Any Inspections Conducted by Federal, State or Local Governmental Agencies
- o) Any Damages to Private Property Caused by BES's Operations
- p) Any Problems Encountered or Anticipated
- q) Daily Projection Reports will be Submitted Indicating an Action Plan with Estimates of Eligible Debris Collection/Transportation with a 1, 2, & 7-day Forecast within the Designated Work Site & any other Reports that may be required by the Town of Southwest Ranches.

Weekly Summaries:

- A summary of all information contained in the daily reports as described in Section 6.1.1 of the Scope of Services portion of this response, within two days of the close of the week. At the request of the Town of Southwest Ranches, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access.
- The submitted electronic weekly data will include: Collection of BES load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name / number, TDSRS location, tower monitor / name, debris materials categorization, and location of collection, I.E. - ROW, FHWA, Canal, etc.

Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by the Town of Southwest Ranches, in consultation with BES.

Data Reconciliation

Reconciliation of data shall be accomplished weekly between BES and the Town of Southwest Ranches' representative(s) / department(s). All discrepancies will be resolved within five days.

Final Project Closeout:

Upon final inspection and/or closeout of the project by the Town of Southwest Ranches, BES shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by BES, plus the total cost of the project invoiced to the Charlotte County. BES shall provide, upon request of the Town of Southwest Ranches and/or no later than project closeout, a release of liens demonstrating that all subcontractors to BES have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the Town of Southwest Ranches and/or government. Final project reconciliation must be approved by the Town of Southwest Ranches.

Debris Documentation Inspections

BES has developed and implemented a documentation system for debris management operations that not only provides simplistic tracking of disaster debris, but also supports reimbursement claims from the Federal Emergency Management Agency (FEMA) and other funding sources under the guidelines of the Public

Assistance Program. The documentation also provides the County with an internal audit trail to check requests for payment from BES. This documentation has been used on previous projects and has successfully supported all BES client's reimbursement claims and disaster recovery efforts.

Load Tickets

All storm debris will be subject to inspection of the County. The system revolves around 5-ply load tickets BES shall provide to the county at no additional cost. This is the haul ticket that is utilized for debris operations and ultimately serves as back-up 'evidence' to FEMA for proper reimbursement claims:

1. Serialized five part load tickets shall be used for recording cubic yards/tons of eligible debris removed from the work site(s) and for recording cubic yards/tons of debris removed from the TDSRS for final disposition at a final disposal site approved by the Town of Southwest Ranches.
2. All tickets shall be distributed in numerical order and numbers shall be recorded on a load ticket log. No load tickets shall be unaccounted for. If a load ticket is voided, at least one (1) copy must be retained by both BES and the Town of Southwest Ranches for accounting purposes.
3. Each load ticket shall contain the following information:
 - ✓ Preprinted ticket number
 - ✓ Assigned vehicle/equipment number
 - ✓ Vin Number
 - ✓ Vehicle/Equipment Driver's Name
 - ✓ Contract Number
 - ✓ Contract Name
 - ✓ Date
 - ✓ Loading Time
 - ✓ Dumping Time
 - ✓ Maximum Capacity in Cubic Yards
 - ✓ Load Size, either in Tons or Cubic Yards
 - ✓ Debris Classification
 - ✓ Assigned Work Site
 - ✓ Dumpsite Location (TDSRS / final disposition site)
 - ✓ Worksite Monitors Signature
 - ✓ Dumpsite Supervisors Signature
4. Load Tickets for debris hauling shall be completed upon arrival at the TDSRS a new ticket initiated upon the departure of debris hauling trucks at the inspection tower(s) located at the entry/exit point for each TDSRS (which will be completed at the final disposition site(s).)
5. **Initial Load Ticket:** The original Load Ticket shall be initiated by the TDSRS Foreman and used to record BES's load information of eligible debris hauled to the TDSRS for storage and reduction
6. **Final Disposition Load Ticket:** The County TDSRS Tower Inspector shall issue a new Load Ticket for the final disposition of eligible debris or recyclables for loads that at the TDSRS.

5. THE PROPOSER SHALL SUBMIT AS PART OF THEIR PROPOSAL AN EMERGENCY RESPONSE PLAN DESCRIBING THE STEP BY STEP APPROACH TO PREPARATION, RESPONSE AND RECOVERY. THE PLAN SHOULD CONTAIN A SUMMARY OF PRE-EVENT COMMUNICATIONS, OPTION FOR A PRE-EVENT STANDBY CREW, DAMAGE ASSESSMENT (VIA HELICOPTER FLYOVER IF REQUESTED), ESTABLISHMENT OF THE TEMPORARY DEBRIS STAGING AND REDUCTION SITE (TDSRS), THE "RAMPING UP" AND DISPATCHING OF CREWS, AND OTHER RESOURCES TO COMPLETE THE RECOVERY SERVICES FOR THE TOWN.

6. INCLUDE IN YOUR EMERGENCY RESPONSE PLAN FOR THE TOWN THE RESPONSE ACTIVITIES STARTING AT 12 HOURS PAST DISASTER OCCURRENCE OR ALL CLEAR NOTIFICATION, 24 HOURS PAST, 48 HOURS PAST, 72 HOURS PAST, AND 96 HOURS PAST.

DEBRIS MANAGEMENT SCOPE OF SERVICES (EMERGENCY RESPONSE PLAN)

BES shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris. The term "eligible," as used herein, means qualifying for emergency funding under the standards promulgated by the Federal Emergency Management Agency (hereinafter referred to as "FEMA"). The term, "debris", as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, household goods (hereinafter referred to as "white goods"), hazardous and industrial waste materials.

Contracted services will be limited to the clearing of roadways and access route (herein after "the emergency push"), debris removal (right of way, hangers/leaner's/stumps and public/private property) and demolition of structures and hazardous other Right of Entry (ROE) services when determined as necessary to:

- a) Eliminate immediate threats to life, public health, and safety;
- b) Eliminate immediate threats of significant damage to improved public or private property; and
- c) Ensure the economic recovery of the affected community for the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the Town, and in accordance with federal requirements. Contract services will only be performed when requested and as designated by the Town, by approved work authorization issued by the Town. BES shall load and haul the debris from within the legal boundaries of the Town to a site(s) specified by the Town as set out in Section 4.8 below.

RESPONSE TIME

24 Hours: 25% of staff deployed
48 Hours: 50% of staff/ subcontractors deployed
72 Hours: 75% of subcontractors deployed
96 Hours: 100% of subcontractors deployed

1.1 Emergency Road Clearance:

BES shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by and directed by the Town. The emergency push will normally be completed within the first 70 hours following the activation of this contract, unless notified otherwise by the Town or its Authorized Representative(s).

1.2 Debris Removal from Public Right-of-Way (ROW):

As directed by the Town, BES shall load and haul all eligible debris to an approved and certified Temporary Debris Staging and Reduction Site(s) (TDSRS) or other disposal destination, as specified by the Town. All collection and hauling will be consistent with federal requirements applicable to the disaster event. BES will ensure compliance with instructions from the Town regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

1.3 Management of Tree Debris:

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The Town shall direct BES regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the Town to be public safety hazards shall be removed and disposed of by BES. BES shall be responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris.

1.4 Debris Removal from Private Property and Waiver Forms:

BES will direct all actions to secure necessary permissions, waivers and Right of Entry (ROE) Agreements from real property owners and / or homeowner associations (HOA) as required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with federal requirements applicable to the disaster event.

1.5 Debris Separation/Reduction and Temporary Debris Staging and Reduction Site (TDSRS) Management:

BES shall operate and manage the TDSRS to accept and process all event debris. BES will implement all actions only with the prior approval of the Town.

Actions by BES will include, but are not limited to, the following:

- Ensure that only debris authorized by the Town's Contract Administrator will be allowed into the TDSRS sites.
- Provide to the Town a video record of the pre- and post-use site conditions.
- Prepare a plan of proposed site layout and review with the Town prior to its implementation.
- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the Town prior to its implementation.
- Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TDSRS.
- Build and/or maintain roads as necessary for TDSRS operation
- Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; towers will be positioned at any entrance and any exit of the TDSRS
- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- Confine hours of operation of the TDSRS to those determined by the Town.
- Stage and process all debris in accordance with instructions from the Town.
- Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.
- Prior to reduction and to the extent practical, segregate debris between vegetative debris, demolition debris, white goods and hazardous waste.
- Develop and implement, with the approval of the Town, a procedure for recycling segregated materials.
- Develop and implement, with the approval of the Town, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDSRS.
- Provide the Town with proper and acceptable documentation (including destination, tickets,

- volume/weight) for final disposal of debris accepted at the TDSRS.
- Upon the closure of the TDSRS, restore the site to its pre-use condition, meeting all regulatory requirements for the site closure; survey the site to verify that it has been restored to pre-use elevation and condition.
- As directed by the Town, sod or hydro-seed the property once all other site closure issues have been addressed.
- As directed by the Town conduct pre and post use soil and groundwater tests.

1.6 Designations and Management of Staging Areas:

BES shall identify staging areas in collaboration with the Town for the purposes of truck/equipment certification; provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. BES shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well being of all BES and sub-contractor personnel. The Town will approve of the location, size, layout and services to be provided at any staging area established by BES, who will insure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

1.7 Disaster Recovery Technical Assistance:

BES will provide disaster recovery technical assistance to the Town to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the Town's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Contract Administrator.

PERFORMANCE OF SERVICES

2.1 Description of Service:

BES agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the Town.

2.2 Cost of Services:

BES shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.

Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the Town, BES shall be reimbursed on a unit price basis.
(Time and materials rates shall apply for emergency push services.)

Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs given this Agreement. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between a BES Officer and Contract Administrator and approval by formal Town of Southwest Ranches action.

In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Agreement.

STANDARDS OF PERFORMANCE

3.1 BES Representative and General Operations Plan:

Contractor shall have a knowledgeable and responsible representative report to the Contract Administrator or designee and provide a copy of BES's General Operations Plan within seven days following the execution of this Agreement. The Town will approve the General Operations Plan prior to its implementation within the Town. BES's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's General Operations Plan.

3.2 Mobilization:

When a notice to proceed in advance of an event has been received by BES, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services. The Town may take such other actions as necessary to address the failure of BES to mobilize resources on the schedule required by the Town.

GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The Town may be required to enter into agreements with federal and/or state agencies for disaster relief. BES agrees to be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance. Town will provide BES with a copy of any applicable agreements.

4.2 Town Obligations:

The Town shall furnish all information and documents necessary for the commencement of contracted services, including a written Work Authorization and/or Notice-to-Proceed (N-T-P.)

4.3 BES Conduct of Work:

BES shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All BES personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

4.4 Supervision by BES Management Field Personnel:

BES will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. BES is solely responsible for all means, methods, techniques, safety and other procedures. BES will employ and maintain a qualified project manager at the work site(s) who shall have full authority to act on behalf of BES. All communications given to the project manager by the Contract Administrator or designee shall be as binding as if given to a BES Officer.

4.5 Self-sufficiency of BES and Subcontractors:

BES shall ensure that its work force, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community.

4.6 Damages by BES:

BES shall be responsible for conducting all operations, whether contemplated by this Agreement or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. BES shall also be responsible for any damages due to the negligence of its employees and subcontractors. BES must report such damage to the Contract Administrator in writing within 24 hours. Should any property be damaged due to negligence on the part BES, the Town may

either bill BES for the damages, withhold funds due to BES, or BES may also repair all damage to the satisfaction of the Town. The determination of whether "negligence" has occurred shall be made by the Town.

4.7 BES's Duty Regarding Other Contractor(s):

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

4.8 BES's Ownership of Debris:

Unless directed by the Town otherwise, all debris, once collected by BES, shall become the property of BES. The debris may consist of, but not be limited to, vegetation, demolition debris, white goods and collected hazardous materials.

4.9 Contractor's Disposal of Debris:

Unless otherwise directed by the Town, Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the Town.

The locations of the TDSRS and final disposal sites shall be reported to the Town and utilized by BES. The Town may allow separate unit prices for delivery and disposal of debris to TDSRS and final disposal. Upon request from BES, other sites may be utilized as directed and/or approved by the Town.

GENERAL TERMS AND CONDITIONS

5.1 Multiple, Scheduled Passes:

Contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the Town. The Town shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the Town. BES will document the completion of all passes based on the direction from the Town and will provide this documentation to the Town on the frequency requested by the Town.

5.2 Clean as you go Policy:

BES shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations

5.3 Operation of Equipment:

BES shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the Town. Should operation of equipment be required outside of the public ROW, BES will ensure that a ROE Agreement has been obtained prior to property entry.

5.4 Security of Debris during Hauling:

BES shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, BES shall ensure that each load is secured and trimmed so that to the extent practical no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, BES will survey the primary routes used by BES for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

5.5 Traffic Control:

BES shall mitigate impact on local traffic conditions to the greatest extent possible. BES shall be responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD).

BES shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

5.6 Work Days/Hours:

Work days and/or work hours shall be as directed by the Town following consultation and notification to BES. Working hours on holidays shall be at the discretion of the Town.

5.7 Hazardous and Industrial Wastes:

Upon the pre-authorization of the Town, BES shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, BES will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and federal requirements and will be approved by the Town. In accord with this plan, BES shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the Town.

5.8 Utilizing Local Resources:

BES shall, to every extent possible, give priority to utilizing labor and other resources originating within the Town.

5.9 Work Safety:

BES shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. BES shall provide such safety equipment, training and supervision as may be required by the Town and/or other governmental regulations. BES shall ensure that its subcontracts contain an equivalent safety provision.

5.10 Inspection of BES Operations:

All debris shall be subject to inspection by the Town and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The Town will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

5.11 Corrective Actions Required of BES:

When instructed by the Town's representative, BES will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the Town in its sole discretion. Notify Town within 24 hours.

5.12 Ineligible Work:

BES shall not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the Town that such actions are eligible for state and/or federal reimbursement.

5.12.1 Eligibility Inspections:

Town's monitors shall inspect each load, or shall inspect at some other frequency of the Town's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

5.12.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and BES will not invoice the Town for such loads. The Town, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

5.13 Other Agencies

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

REPORTS, CERTIFICATIONS AND DOCUMENTATION**6.1 Reports:**

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

6.1.1 Daily Reports:

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. BES will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of emergency services operations within 24 hours.

6.1.2 Weekly Summaries:

- A summary of all information contained in the daily reports as described in Section 6.1.1, within two days of the close of the week. At the request of the Town of Southwest Ranches, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access.
- The submitted electronic weekly data will include: Collection of BES load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name / number, TDSRS location, tower monitor / name, debris materials categorization, and location of collection, I.E. - ROW, FHWA, Canal, etc.

6.1.3 Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by the Town, in consultation with BES.

6.1.4 Data Reconciliation

Reconciliation of data will be accomplished weekly between BES and the Town's representative. All discrepancies will be resolved within five days.

6.1.5 Final Project Closeout:

Upon final inspection and/or closeout of the project by the Town, BES shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by BES, plus the total cost of the project invoiced to the Town. BES shall provide, upon request of the Town and/or no later than project closeout, a release of liens demonstrating that all subcontractors to BES have been fully paid. Agreement will provide any other additional information as may be necessary to adequately

document the conduct of the debris management operations for the Town and/or government. Final project reconciliation must be approved by the Town.

6.2 Certifications

The BES Quality Assurance Officer will adhere to the process for certification of personnel and vehicles established by the Town of Southwest Ranches Disaster Debris Management Plan, to include the following:

6.2.1 Certification of Vehicles and Load Capacities

BES shall ensure that all equipment is certified in accordance with most current Town procedures. After a disaster, the Town, or their designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by BES.

All BES and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all-applicable motor vehicle safety requirements. Drivers shall possess valid licenses.

Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacities noted. Each truck will receive two placards, one each of which shall be affixed on opposite sides of the truck body. The placards will be consistent with the standardized placard specified in the Town of Southwest Ranches' Debris Management Plan. The truck driver will be provided up to two copies of the certification sheet for BES and sub-contractor's records.

6.2.2 Certification of Personnel

BES will certify to the Town that all BES and Subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the Town, BES will provide documentation certifying the adequacy of the training, experience and capabilities of all BES and subcontractor personnel, to include but not be limited to the following:

Senior management personnel of BES assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of the Town.

Senior supervisory personnel of the BES and all subcontractors thereto will have received training in debris management, the operational concepts established by the Town of Southwest Ranches' Debris Management Plan (BES Shall Provide a Debris Management Plan for the Town of Southwest Ranches should it be selected,) and the implementation of the National Incident Management System.

Personnel assigned by Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the Town, in accord with the provisions of the Town's Debris Management Plan.

Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, state and federal statutes and regulations.

Upon their deployment for field operations, all Contractor and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

6.3 Utilization of a standardized "Load Ticket"

BES and all subcontractors will utilize a standardized "load ticket" for documenting each load of debris from its origin to the TDSRS and/or final disposal location, as indicated. The "load ticket" utilized will be identical to and/or fully consistent with that defined in the Town's Debris Management Plan.

6.4 Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by the Town and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

6.5 Report Maintenance:

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

OPTIONAL SERVICES

The Town may request Contractor to provide the optional services below. The reimbursement for optional services performed by BES will be negotiated.

7.1 Debris Clearance/Removal from Public Property as directed by the Town,

Contractor shall clear eligible debris from public property, load and haul all debris to an approved and certified TDSRS or other disposal destination designated by the Town. If necessary, the Town will confirm the FEMA eligibility of the debris to be removed.

7.2 Cleaning and Restoration of Beaches

As directed by the Town, Contractor will remove and dispose of debris accumulated on the beaches of the Town, and will collect, screen for debris removal, and re-deposit sand on the beach that has accumulated in adjacent areas up to 2,500 feet from the original land edge of the beach. Locations will be designated by the Town's authorized representative.

7.3 Debris removal and restoration of canals:

As directed by the Town, Contractor will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the Town. Debris to be removed will be vegetative and/or demolition debris affecting the canals, but excludes removal of damaged and/or abandoned boats. BES will also haul, process and dispose of the collected debris, as well as restore, re-grade, and/or reseed the canal banks and slopes, as directed by the Town.

7.4 Motor Vehicles

As directed by the Town, Contractor will remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The Town will identify the area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for BES in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. BES will also ensure the proper final disposal of the removed vehicle.

7.5 Boats

As directed by the Town, boats severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the Town will be collected by BES, processed for removal and disposal of hazardous materials in accord with applicable regulations, demolished and transported to a suitable location for final disposal. The Town will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing BES to remove and dispose of the vessel. BES is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process.

7.6 Hazardous Waste and Contaminated Debris Management

As directed by the Town, BES will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. BES will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct BES personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by BES as required by local, state and federal regulations.

7.7 Demolition of Structures and Construction Debris Removal:

As directed by the Town, BES shall demolish unsafe structures and remove debris that has been determined by the Town to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. The Town shall direct actions to secure the ROE onto private property to allow demolition and removal. Contractor will ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

Quality Control Manager Duties (QCM):

- Preparing all submittals and paperwork before the work commences.
- Briefing the QCSM on his daily duties and responsibilities.
- Conduct periodic site inspections to ensure the QCSM is in compliance with his/her responsibilities.
- Conduct periodic safety inspections in accordance with the Health and Safety Program of BES.
- Conduct preparatory meetings with Town force account labor.
- Ensure the job is being conducted in accordance with all pertinent federal, state, and local regulations.
- Receive and log all calls for damaged property as a result of the debris collection process (i.e. damaged mailboxes, destroyed plants, damaged fences, etc.) Log these complaints on the Project Deficiency Report.
- Assign area supervisors to investigate quality control complaints and conduct periodic spot checks to ensure complaints/deficiencies are completed.

The BES QCSM will be responsible for the following tasks:

- Inspect the site daily for any issues to coordinate with the Town Representative (CR).
- Inspect material delivered to the site in order to assure compliance to specifications, drawings, and approved submittals.
- Notify the CR of materials and methods used by BES that do not meet contract specifications. Materials or methods not meeting contract requirements shall be documented and also submitted to the CR.
- Perform routine observations to determine compliance with all contractual technical requirements.
- Attend all site visits performed by Town's Authorized Representative(s).
- Where BES and/or the subcontractor are in non-compliance with safety guidelines, the QCSM will stop all work and immediately correct the deficiency and notify the CR.
- Monitor the progress of the project to assure that the project does not exceed its approved limit.
- Oversee all subcontractor quality control programs.

Quality Control Inspections

Following is the inspection schedule for BES's Quality Control Program:

Preparatory Phase:

Preparatory meetings will be conducted before each definable phase of work as directed by Town. Definable phase of work are shown as follows:

- Route inspection

- Debris collection operations
- Debris hauling and dumping
- Debris segregation
- Debris reduction
- Debris disposal

Preparatory meetings will specifically detail what is expected in each phase of the operation as directed by the Town Representative. Some key points that will be addressed are as follows:

- Method of estimating debris volumes
- Route planning and timing
- Traffic problems and issues
- Client briefings and procedures for stacking debris
- Safety issues
- Eligible debris collection operations
- Loading methods using specialized equipment
- Loading quantification
- Vehicle inspections and safety checks
- Debris stream priorities
- Debris inspection and segregation
- Client / public relations
- Safety concerns
- Debris reduction
- Vehicle inspections and safety checks
- Debris stream priorities
- Debris inspection and segregation
- Safety concerns
- Debris disposal
- Source disposal options
- Define debris disposal criteria
- Route planning
- Safety concerns
- Cleanup
- Site remediation per FEMA guidelines in the Applicant's Debris Management Guide; 325
- Grading of areas
- Collection of traffic control devices
- Removal of towers and trailers
- Removal of rock / stabilization material

The CR, QCM, and the QCSM will meet daily to ensure that all documentation is complete and all materials/methods are in accordance with the specifications.

INITIAL PHASE

Initial inspections will be conducted at the beginning of each definable scope of work delineated in the Town's Notice-to-Proceed (NTP.) This inspection is to ensure that BES has the capability to perform the said phase of work in accordance with the job specifications. During this phase the objectives and goals set forth in the initial phase are executed. Before beginning a phase spot check of vehicle safety inspection records are conducted. Routes are checked and timed. All items covered above are reviewed to ensure that the plan set forth is executable.

INSPECTIONS

Follow-up inspections will be conducted daily by the QCSM when work is in progress. This will ensure that the controls implemented in the above-described phases are effective. When a discrepancy is noted during the initial phase it is logged on the Deficiency Report. This QCM or QCSM will then review this chart daily to ensure that deficiencies have been corrected. When they are corrected he will note it on the chart. Inspection reports will be filed with the CR as they occur.

SAFETY

Safety and health meetings shall be conducted once a day at the minimum for all supervisors on the project location and once a day by supervisors (foreman) for all workers. The meetings shall be documented on BES's Safety Forms.

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

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

- Requirements and responsibilities for accident prevention and maintaining safe and healthful work environments
- 'Work zone(s)' shall be established in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), (Current Edition) and in accordance with the Kentucky Department of Highways Standard Drawings (Current Edition).
- General safety and health policy and procedures and pertinent provisions of EM 385-1-1
- Employee and supervisor responsibilities for reporting all accidents
- Provisions for medical facilities and emergency response and procedures for obtaining medical treatment or emergency assistance
- Procedures for reporting a correcting unsafe conditions or practices
- Job hazards and the means to control/eliminate those hazards, including applicable job and/or activity hazard analyses
- Job hazards communication

DEBRIS MANAGEMENT PLAN (EMERGENCY RESPONSE PLAN CONTINUED)

A) CONCEPT

Bergeron Emergency Services, Inc. (BES) has created this Debris Management Operational Plan to ensure the timely and cost effective response to and contract for the removal of disaster related debris for any units of the Town of Southwest Ranches. Past experience of BES personnel has clearly shown the necessity for and the value of pre-disaster planning. With this in mind, all BES personnel and BES subcontractors involved in all debris removal operations for any unit of government shall utilize the following plan, with the approval of the Town of Southwest Ranches. This plan was designed as a dynamic guide for management, supervisory and field personnel. Unique local circumstances or conditions and/or contract amendments made after a disaster event occurs may adjust application of this plan. All work performed in/under this plan will be conducted in a way as to not impede or interfere with, and should in fact assist the disaster response/recovery operations of the Town of Southwest Ranches.

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B) ASSUMPTIONS**B1) TIME ALLOWANCE**

BES assumes that the Notice to Proceed (NTP) or tasking order will allow adequate time for BES to carry out the obligations of level three of BES's Disaster Action Plan.

B2) ROLE OF THE TOWN OF SOUTHWEST RANCHES

BES assumes that the contracting unit of government will have fulfilled the responsibilities and actions that cannot be performed by a non-government entity (contractor). Examples of this are: 1) coordination with and between other agencies or units of government such as local Public Works Departments, State Departments of Transportation and federal agencies for delineation of roles and responsibilities; 2) production and acquisition of necessary forms to perform debris removal such as rights of entry, hold harmless agreements, insurance declarations, leases, etc.; 3) pre-identification of adequate number and size for debris staging plus location of pre-approved disposal sites.

C) DEFINITIONS**C1) COMPANY**

For the purposes of this plan, Bergeron Emergency Services, Inc., located in Ft. Lauderdale, Florida, will be commonly identified and referred to as 'Company or BES'

C2) GOVERNMENT (Town of Southwest Ranches)

A government is a duly authorized unit or agency of government on the local, state and/or federal level. This definition includes elected officials as well as appointed management officials authorized as agents for each unit of government.

C3) DEBRIS STAGING

Debris staging is the placement of disaster related debris at a pre-determined site/facility created to conduct the three primary functions of debris management.

C4) DEBRIS DISPOSAL

Debris disposal is the placement of disaster related debris in an approved disposal site. Disposal sites must be licensed and permitted by a local, state and/or federal EPA to accept disaster related reduced or unreduced materials.

C5) RESERVIST (S)

Reservists(s) are highly skilled personnel pre-employed by BES on an "on-call", "as-needed" basis. These personnel were senior management employees in agencies of all three levels of government. Their experiences in federal agencies include US Army Corps of Engineers, Department of Housing and Urban Development, Department of Labor, Environmental Protection Agency and the Federal Emergency Management Agency. Reservists are a supplement to BES's full-time key personnel.

C6) EMERGENCY DEBRIS CLEARANCE

Historically, the term has been assumed to be the "push" of debris on roadways and streets. For the purposes of this plan, emergency debris clearance shall mean -Town of Southwest Ranches directed work on any/all properties, public and/or private.

D) DEBRIS REMOVAL OPERATIONS GUIDELINES

Contingent upon receipt and acceptance of a Notice-to-Proceed or Contract Tasking Order by BES, the following guidelines will be utilized:

D1) MOBILIZATION

D1.1) RECALL OF PERSONNEL

- D1.1.1) All senior management personnel and reservists will be contacted for assignment in accordance with the company Disaster Action Plan and Mobilization Plan.
- D1.1.2) Recall of all other required personnel will be accomplished through the company headquarters office in Ft. Lauderdale, Florida using the disaster recall roster. The BES personnel department will maintain the disaster recall roster of current personnel.
- D1.1.3) Company transport operators will be instructed what equipment to load, its current location and directions as to its final delivery point.
- D1.1.4) Equipment operators and other key personnel will be instructed to report to their pre-assigned deployment location for briefings, assignment and embarkation to the work area.

D1.2) EQUIPMENT TRANSPORTATION

- D1.2.1) BES and fleet Equipment Company accounts over-the-road equipment transports and operators will initially conduct equipment transportation.
- D1.2.2) Additional equipment transportation will be conducted, as needed, by over-the-road sub-contracted equipment transporters and operators through standing pre-established agreements.
- D1.2.3) The company safety officer will conduct a safety briefing and safety equipment compliance check prior to any equipment transport(s) departure to ensure compliance with the Corporate Safety Plan.

D1.3) BES ADVANCE MANAGEMENT TEAM

- D1.3.1) BES's advance management team will report to a designated location for tasking and instructions as directed by the Town of Southwest Ranches.
- D1.3.2) The BES advanced management team will determine the site location(s) in the disaster area for BES's temporary field office, communication unit, and support systems.

D1.4) PERSONNEL TRANSPORTATION

- D1.4.1) The BES advanced management team will be air lifted to the designated location by company-owned/leased aircraft.
- D1.4.2) Busses, motor homes, car pools, etc. will provide transportation for other company personnel.

D1.5) CORPORATE AIRCRAFT

All aircraft owned or leased by BES will be made flight ready and assigned to the advanced management team for dispatch and utilization.

D1.6) FIELD OFFICE AND COMMUNICATION CENTER

- D1.6.1) Company headquarters personnel will ensure, by checklist, that BES field office trailer contains all required equipment and supplies prior to departure.
- D1.6.2) Company headquarters personnel will ensure, by checklist, that BES communications trailer has had a full systems check and that it contains all the required equipment/supplies prior to departure.
- D1.6.3) Portable power supplies for both BES field office and communications trailers will be safety inspected and load tested prior to departure.

D1.7) SAFETY BRIEFINGS

- D1.7.1) The BES Safety Officer will conduct a safety briefing and personal protective equipment check prior to the departure of any personnel to ensure compliance with the Corporate Safety Plan.

D1.8) TEMPORARY HOUSING AND SUBSISTENCE SUPPORT

- D1.8.1) Company headquarters personnel will secure temporary housing by the following priority of choice: 1) rental property; 2) efficiency lodging rooms; 3) non-efficiency lodging rooms; 4) company or rental motor homes and/or travel trailers.
- D1.8.2) BES headquarters personnel will secure temporary sanitary facilities in the event such facilities are inoperable in the affected area.
- D1.8.3) BES headquarters personnel will assure a reliable and safe supply of food and potable water for consumption by all personnel assigned to the field.
- D1.8.4) BES headquarters personnel will establish and maintain an "At Home Emergency Contact List", to include, key medical information for all field personnel to ensure compliance with the Corporate Safety Plan.
- D1.9) PERSONNEL AND EQUIPMENT TASKING**
- D1.9.1) The required equipment transports and operators will be directed where to report to commence emergency work as required by the Town of Southwest Ranches tasking or contract activation via Notice to Proceed.
- D1.9.2) All trucks and/or containers, which will be used for hauling of debris, will be directed where to report for safety inspection and haul capacity/quantity measurement by BES and the Town of Southwest Ranches personnel. Each truck and/or container will be permanently numbered to reflect the truck number, contractor number and haul capacity.
- D1.9.3) All personnel must receive a site/task specific hazard communications and safety briefing prior to commencement of any work tasks to ensure compliance with the Corporate Safety Plan. (All components – Management – Support – Field Force)
- D1.10) FUEL SUPPLY**
- D1.10.1) In addition to the 100,000 gallons BES maintains in holding tanks and Company-owned fuel trucks, BES headquarters personnel will establish a list of emergency fuel suppliers for use by field maintenance/fuel personnel.
- D1.10.2) Field maintenance/fuel personnel shall prepare their assigned maintenance/fuel vehicles for deployment in accordance with the appropriate inventory and safety checklists.
- D1.11) PERSONNEL TRAINING**
- D1.11.1) All BES personnel records (management, supervisors, foremen and laborers) shall be reviewed prior to deployment of personnel, to ensure all personnel have documentation of current training for each position that they could be assigned (in accordance with OSHA, EPA and other applicable regulations and standards).
- D1.11.2) Personnel requiring refresher training shall be given a refresher course prior to being assigned to a position.
- D1.11.2.1) Should refresher training be required, each applicable employee receiving refresher training shall have his/her personnel record amended to reflect that refresher training was accomplished.
- D2) EMERGENCY DEBRIS CLEARANCE**
- D2.1) FIELD SUPERVISORS/CREW FOREMEN**
- D2.1.1) Field supervisors will report to the senior field supervisor.
- D2.1.2) All supervisors will be responsible to ensure work is conducted only in those areas designated by the Town of Southwest Ranches. Supervisors will not allow work to commence in additional areas until directed by the Town of Southwest Ranches.
- D2.1.3) Supervisors shall be responsible for the safety of all personnel and equipment.
- D2.1.4) Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to BES designated representative with a copy given to the Town of Southwest Ranches.
- D2.1.5) Crew foremen will report to their designated supervisor.

D2.1.6) Foremen will be responsible to ensure work assignments received from their supervisor shall be completed to the requirement of the Town of Southwest Ranches' task order(s).

D2.1.7) Foremen and Project Managers will be responsible for maintaining the daily personnel and equipment time logs.

D2.2) EQUIPMENT

D2.2.1) Rubber tire loaders with blades or buckets.

D2.2.2) Rubber tire loaders with rakes will be used where needed.

D2.2.3) Track equipment will not be utilized unless tasked by the Town of Southwest Ranches.

D2.2.4) Excavators with street tracks and thumbs can be utilized if required/approved by the Town of Southwest Ranches tasking.

D2.3) HAND CREWS

D2.3.1) CHAINSAW CREW

D2.3.1.1) 1 or 2 laborers with sufficient hand tools will assist a Chainsaw operator.

D2.3.2) MAINTENANCE/FUEL VEHICLES AND PERSONNEL

D2.3.2.1) Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations.

D2.3.2.2) Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

D2.3.3) LABOR CREW

D2.3.3.1) 2 laborers with sufficient hand tools will accompany each piece of heavy equipment.

D2.4) OPERATIONS

D.2.4.1) Clear debris from roads in the order of and number of lanes as tasked by the Town of Southwest Ranches.

D2.4.2) Clear debris from parking lots, areas of ingress and egress and any other area of hospitals, shelters, emergency operations center, etc. as tasked by the Town of Southwest Ranches.

D2.4.3) The priority of this operation is to clear the debris. Damage may occur, but causing damage will be avoided to the extent possible.

D2.4.4) Operators and hand crews will be instructed to perform in a workman like manner to prevent damage to salvageable and/or undamaged property and prevent personal injury to ensure compliance with the Corporate Safety Plan.

D2.4.5) BES shall make every effort to make roadways and intersections as safe as possible from sight and traffic obstructions to ensure compliance with the Corporate Safety Plan.

D2.4.6) All supervisors will maintain personnel and equipment hours on a per day basis.

D3) DEBRIS PICK-UP

D3.1) COMMENCEMENT OF PICK-UP

D3.1.1) Debris pick-up will commence upon receipt of a task order and Notice to Proceed from the Town of Southwest Ranches.

D3.1.2) Debris operations shall commence in an orderly and manageable fashion on streets and roads cleared sufficiently for access as designated by the Town of Southwest Ranches task order(s).

D3.2) FIELD SUPERVISORS/CREW FOREMEN

D3.2.1) Project Mangers will report to the Senior Project Manager.

- D3.2.2) All BES Managers will be responsible to ensure work is conducted only in those areas designated by the Town of Southwest Ranches. Supervisors will not allow work to commence in additional areas until directed by a Town of Southwest Ranches task order.
- D3.2.3) Supervisors shall be responsible for the safety of all personnel and equipment.
- D3.2.4) Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to BES designated representative with a copy given to the Town of Southwest Ranches' Authorized Representative (AR).
- D3.2.5) Crew foremen will report to their designated supervisor.
- D3.2.6) Foremen will be responsible to ensure work assignments received from their supervisor are completed to the requirements of the Town of Southwest Ranches task order.
- D3.2.7) Foremen will be responsible for maintaining the daily personnel and equipment time logs.

D3.3) EQUIPMENT

- D3.3.1) Debris pick-up equipment will include but is not limited to the following:
- D3.3.1.1) Self-Loader's / Knuckle-boom Trucks
- D3.3.1.2) Rubber tire front end loaders with grapple buckets
- D3.3.1.3) Rubber tire front end loaders with 4 in 1 bucket
- D3.3.1.4) Rubber tire backhoes with thumb
- D3.3.1.5) Haul trucks with attached grapple arms
- D3.3.1.6) Other specialized equipment (e.g.-Bobcat)
- D3.3.2) All equipment used will meet current BES safety standards.

D3.3.3) MAINTENANCE/FUEL VEHICLES AND PERSONNEL

- D3.3.3.1) Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations.
- D3.3.3.2) Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

D3.4) HAND CREWS

- D3.4.1) 1 – 2 laborers with sufficient hand tools will accompany each piece of heavy equipment.

D3.5) OPERATIONS

- D3.5.1) Debris segregation and sorting will be conducted at street/road level to the maximum amount practical and as instructed by the Town of Southwest Ranches task orders.
- D3.5.2) All debris will be picked up and loaded into haul trucks in a safe and workman-like manner to ensure compliance with the Corporate Safety Plan. *Safety will not be compromised and is outlined with specifics in the BES Safety Plan.*
- D3.5.3) All crew foreman and field supervisors will be responsible to ensure a rapid and cost effective as possible operation.
- D3.5.4) Operators, to ensure maximum loading and safe transport of material, will size all vegetative debris with a CR present.
- D3.5.5) All construction and demolition materials will be sized using heavy equipment to ensure maximum loading and safe transport of materials within EPA and DOT standards.
- D3.5.6) Obvious hazardous materials will be dealt with in accordance with the Town of Southwest Ranches task order and the Corporate Environmental Protection Plan and in compliance with the Corporate Safety Plan.
- D3.5.7) Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at each approach point of the work area to maintain traffic control and prevent personal injury to ensure compliance with the Corporate Safety Plan. Additional traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.

D4) DEBRIS HAULING

- D4.1) Debris hauling may consist of 2 distinct operations as follows:
- D4.1.1) Hauling of unreduced debris from origination point to staging area (Temporary Debris Staging & Reduction Site(s) - TDSRS.)
- D4.1.2) Hauling of reduced debris from staging area to final disposal site.
- D4.2) Construction and demolition debris may require hauling directly to final disposal site from point of origination, if reduction of construction and demolition is prohibited by local, state or federal EPA standards.
- D4.3) All field supervisors will ensure that all hauling operations comply with local, state and federal DOT standards in effect at that time and ensure compliance with the Corporate Safety Plan.

D4.4) FIELD SUPERVISORS/CREW FOREMEN

- D4.4.1) Field supervisors will report to the senior field supervisor.
- D4.4.2) All supervisors shall be responsible to ensure work is conducted only in those areas designated by the Town of Southwest Ranches. Supervisors will not allow work to commence in additional areas until directed by the Town of Southwest Ranches' Authorized Representative.
- D4.4.3) Supervisors shall be responsible for the safety of all personnel and equipment.
- D4.4.4) Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to BES designated representative(s) with a copy given to the Town of Southwest Ranches.
- D4.4.5) Supervisors will be responsible for collecting load/haul tickets and daily load/haul logs from haul truck operators. The supervisor will complete forms.
- D4.4.6) Crew foremen and project managers will report to their designated supervisor.
- D4.4.7) Foremen will be responsible to ensure work assignments received from their supervisor are completed to the requirements of the Town of Southwest Ranches task order.
- D4.4.8) Foremen will be responsible for maintaining the daily personnel and equipment time logs.

D4.5) EQUIPMENT

- D4.5.1) Debris hauling equipment will include, but is not limited to:
- D4.5.1.1) 16-20 cubic yard dump truck
- D4.5.1.2) 21-30 cubic yard dump truck
- D4.5.1.3) 30-50 cubic yard tractor trailer
- D4.5.1.4) 50-75 cubic yard tractor trailer
- D4.5.1.5) 75-100+ cubic yard tractor trailer
- D4.5.1.6) Roll-off dumpsters
- D4.5.1.7) Other specialized hauling equipment
- D4.5.2) Past experience has shown that the farther the haul distance, larger cap the Town of Southwest Ranches trucks (100 + C/Y's) are more cost effective.
- D4.5.3) Haul truck bed configurations.
- D4.5.3.1) All equipment shall be mechanically loaded only and haul truck beds shall be equipped with tailgates constructed of materials (i.e.- chain link fence, safety fence, etc.) that will safely contain debris, allow each haul truck to be loaded to its capacity and also allow rapid dumping of debris from the bed.
- D4.5.3.2) Any haul truck bed that has or will have vertical extensions installed, will comply with the following restrictions:
- D4.5.3.2.1) Haul truck bed extensions shall comply with all applicable local, state and federal laws. Bed extensions, when installed, will be located and secured to the front-end, left side and right side of the bed. Bed extensions shall not extend beyond 24 inches above the manufacturers bed height. Bed extensions will be constructed of not less than 2" x 6" lumber placed flush against the manufacturer's bed and each subsequent piece of lumber to withstand loader impact. Lumber will be secured to the manufacturer's bed with angle or channel iron and bolts. Each side extension will be secured with metal brackets and bolts to the front-end extension.

D4.5.4) All supervisors will utilize the check sheet provided by BES Safety Officer to ensure all safety equipment is maintained and operable on all debris hauling equipment to ensure compliance with the Corporate Safety Plan.

D4.6) MAINTENANCE/FUEL VEHICLES AND PERSONNEL

D4.6.1) BES Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations.

D4.6.2) BES Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

D4.7) OPERATIONS

D4.7.1) All field supervisors shall ensure that all debris-hauling operators are licensed and/or certified to operate required equipment.

D4.7.2) All debris-hauling operators will be given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by the Town of Southwest Ranches.

D4.7.3) All debris haul operators shall visibly display colored signs provided by BES and, if applicable, the Town of Southwest Ranches. BES signs are secured, weather-proof signs to be placed on the driver and passenger doors of the vehicle cab. Any signs provided by the Town of Southwest Ranches will be displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the Town of Southwest Ranches.

D4.7.3.1) All signs will be removed from the exterior of the vehicle, at close of business each day and secured by the driver to prevent theft or loss.

D4.7.3.2) Colored paper signs/passes will be displayed in the driver's side windshield of each vehicle. The color of the sign/pass is subject to change, without notice, to ensure quality control measures regarding authority to enter work sites. Each sign/pass will contain the following information: company logo, contract location, the Town of Southwest Ranches name, contract number, truck number, date of issue, supervisor name/signature.

D4.7.4) All debris pick-up and haul operators shall maintain the numbered debris hauling/transportation documentation/verification form G/ESD-004. Each form contains directions, which should be followed. All supervisors will be responsible to ensure that all employees utilizing and/or inputting information on the form are procedurally trained. It will be each supervisor's responsibility to maintain a supply of the required number of forms. Forms will be distributed by supervisors/foremen to debris haul operators during debris pick-up operations.

D4.7.5) All debris haul operators will maintain daily ticket/haul records to be turned into field supervisors, with copies of load tickets at close of business each day.

D5) DEBRIS STAGING

D5.1) Debris staging sites will be located, acquired and designated by the Town of Southwest Ranches.

D5.2) Construction of debris staging site elements will commence immediately upon receipt of a task order and Notice to Proceed from the Town of Southwest Ranches.

D5.3) BES will ensure that debris staging site construction will be accomplished as rapidly as possible, because of the criticality of staging sites to the debris removal process as a whole.

D5.4) FIELD SUPERVISORS/CREW FOREMEN

D5.4.1) Field supervisors will report to the senior field supervisor.

D5.4.2) Debris staging (TDSRS Managers) site supervisors will be responsible for management of all operations of the Temporary Debris Staging and Reduction Site to include site safety, haul load inspection, segregation, traffic control, dumping, reduction, security and remediation.

D5.4.3) Supervisors shall be responsible for the safety of all personnel and equipment to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

- D5.4.4) BES Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to BES designated representative with a copy given to the Town of Southwest Ranches.
- D5.4.5) BES Supervisors will be responsible for collecting load/haul tickets and daily load/haul logs from haul truck operators. Inspection tower personnel will complete the forms.
- D5.4.6) Crew foremen will report to their designated supervisor.
- D5.4.7) Foremen will be responsible to ensure work assignments received from their supervisor are completed to the requirements of the Town of Southwest Ranches task order.
- D5.4.8) Foremen will be responsible for maintaining the daily personnel and equipment time logs.

D5.5) EQUIPMENT

- D5.5.1) Debris staging site equipment may include but is not limited to the following:
- D5.5.1.1) Excavators with thumb
- D5.5.1.2) Track type tractors with root rakes
- D5.5.1.3) Track type tractors with push blade
- D5.5.1.4) Farm type tractor with box blade
- D5.5.1.5) Motor grader
- D5.5.1.6) Rubber tire loader
- D5.5.1.7) Tubgrinder
- D5.5.1.8) Brush chipper
- D5.5.1.9) Air curtain burner
- D5.5.1.10) All equipment will meet current safety standards.

D5.6) MAINTENANCE/FUEL VEHICLES AND PERSONNEL

- D5.6.1) Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations.
- D5.6.2) Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

D5.7) Laborers:

- D5.7.1) 1 – 2 laborers with sufficient hand tools will accompany each piece of heavy equipment.

D5.8) DEBRIS STAGING SITE KEY STEPS

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

D5.8.1) SITE ACCESS

- D5.8.1.1) Separate points of ingress and egress should be established if possible.
- D5.8.1.2) Temporary acceleration and deceleration lanes should be established adjacent to the primary road leading to and from site access points, if approved by the Town of Southwest Ranches and appropriate authority having jurisdiction over primary road right-of-way.
- D5.8.1.3) All temporary roads leading to and through the debris staging site should be constructed and maintained for all weather use (i.e. – rock laid roads).

D5.8.2) INSPECTION TOWERS

- D5.8.2.1) Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites.
- D5.8.2.2) No less than two inspection towers should be utilized at each debris staging site. One tower at point of ingress for use by BES Representative and the Town of Southwest Ranches Inspector, one tower at point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. The egress tower should be manned by at least one representative from BES.

D5.8.2.3) An example blueprint, construction of, and design of inspection towers is attached at the end of this plan.

D5.8.3) TRAFFIC CONTROLS

D5.8.3.1) Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular and pedestrian traffic control. Additional traffic control personnel will be stationed throughout the site, as needed, to enforce proper dumping and prevent personal injury to ensure compliance with the Corporate Safety Plan.

D5.8.4) CLEARING AND GRADING

D5.8.4.1) Clearing and grading of debris staging sites will be accomplished, to the level required, in accordance with the site management plan and task order from the Town of Southwest Ranches.

D5.8.5) ENVIRONMENTAL PROTECTION

D5.8.5.1) BES's "Environmental Protection Plan", which incorporates such issues as erosion control, hazardous and toxic wastes, dust and smoke control (Clean Water Act, Storm Water Act, Resource Conservation and Recovery Act, Superfund Amendments and Reauthorization Act and others), is incorporated in full by BES's Environmental Protection Plan).

D5.8.5.2) Environmentally sensitive areas (i.e. – wetlands, habitat, historical sites, etc.) within, or in proximity to, a debris staging site, will be avoided, designated as sensitive, protected, and access restricted to the extent possible, from adverse impact. Activity within environmentally sensitive areas will be prohibited. All requirements of pertinent environmental standards will be complied with.

D5.8.6) DEBRIS STORAGE AREAS

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

D5.8.6.1) Vegetative debris

D5.8.6.1.1) Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris.

D5.8.6.2) Construction and Demolition (C&D) Debris

D5.8.6.2.1) C&D debris will be dampened prior to dumping and periodically as needed, to comply with local, state and federal EPA standards.

D5.8.6.3) Recyclable/salvage

D5.8.6.3.1) Recyclable/salvageable materials will be stock piled in accordance with the Town of Southwest Ranches task order.

D5.8.6.4) White goods

D5.8.6.4.1) White goods will be stock piled in accordance with the Town of Southwest Ranches task order.

D5.8.6.5) Hazardous and/or toxic wastes (HTW)

D5.8.6.5.1) HTW will be segregated and stored in a Town of Southwest Ranches approved containment area. All site personnel will receive a safety briefing regarding operations involving HTW to prevent personal injury and ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. HTW containment site perimeter will be posted and secured for personnel safety.

D5.8.6.5.2) An example template for Construction and Design of HTW containment site is attached at the end of this plan.

D5.8.7) SAFETY PRECAUTIONS

D5.8.7.1) Water Trucks

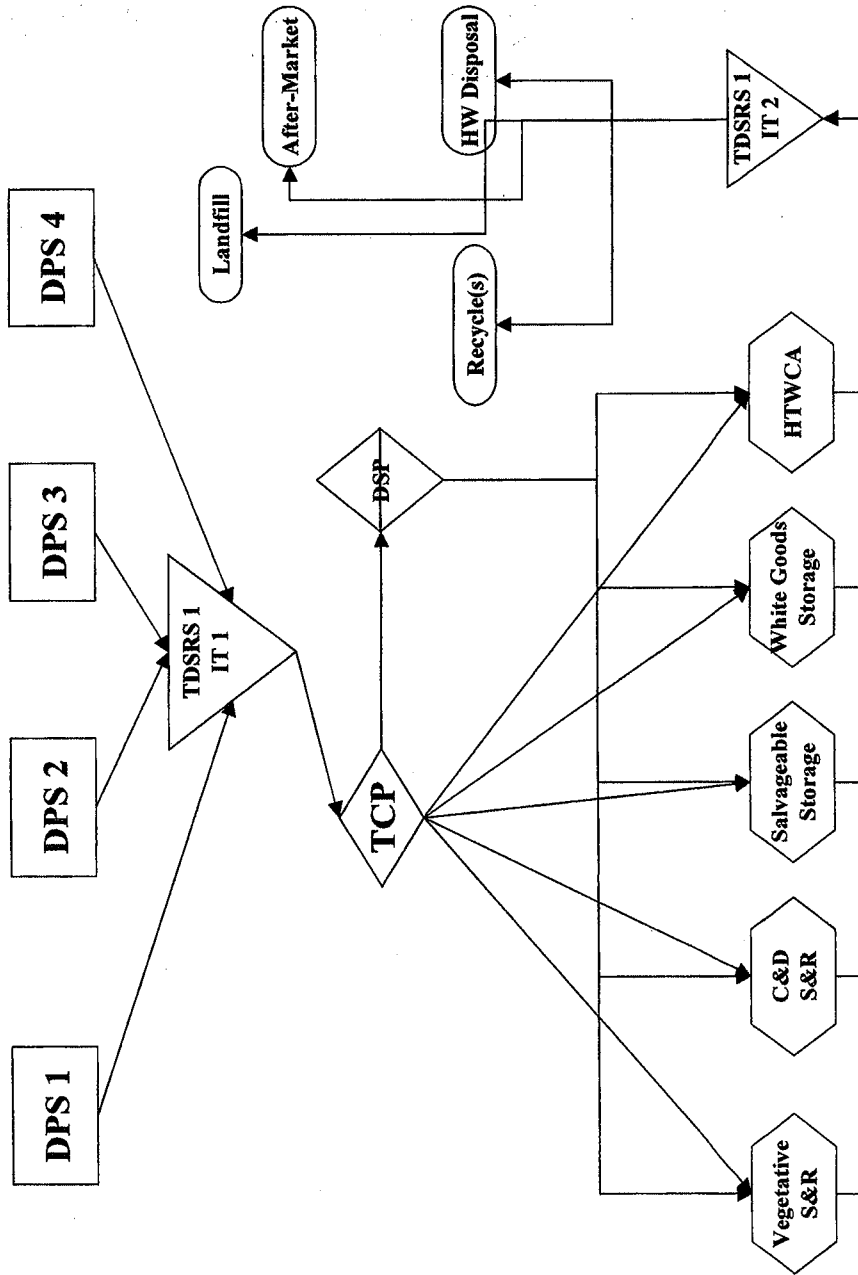
D5.8.7.1.1) The required number of water trucks will be stationed at each debris-staging site.

- D5.8.7.1.2) Water trucks will be utilized to reduce the threat of friable materials from C&D debris being released into the atmosphere.
- D5.8.7.1.3) Water trucks will be utilized to reduce the threat of fire from all types of debris. If necessary, water trucks will be utilized in fire suppression operations.
- D5.8.7.1.4) Water trucks will be utilized to dampen areas, including temporary roadways, to suppress dust from trucks entering and leaving the TDSRS (Temporary Debris Staging & Reduction Site.)
- D5.8.7.2) Fire Extinguishers
- D5.8.7.2.1) Fire extinguishers will be located throughout each debris staging site as required by the site management plan, site safety plan, OSHA requirements and the Town of Southwest Ranches task order.
- D5.7.7.2.2) All debris staging site personnel will be trained in incipient fire suppression operations and safety procedures, to include operation of fire extinguishers and water trucks and to ensure compliance with the Corporate Safety Plan.
- D6) **DEBRIS SEGREGATION**
This section discusses the guidelines for debris segregation not already discussed previously in this plan.
- D6.1) Street/road level segregation.
- D6.1.1) All foremen will direct debris removal personnel to segregate debris into five areas: 1) vegetative debris; 2) C&D debris; 3) recyclable/salvageable materials; 4) white goods; 5) HTW.
- D6.1.2) Segregation of debris at the street/road level will not take precedence over completing street/road debris removal operations in a safe and rapid manner.
- D6.1.3) All personnel conducting debris segregation at the street/road level will receive a safety briefing on potential hazards and injury prevention to ensure compliance with the Corporate Safety Plan.
- D6.2) **DEBRIS SEGREGATION AT STAGING SITES**
- D6.2.1) Staging site supervisors will ensure that all debris haul operators deposit debris in areas designated for the type debris hauled.
- D6.2.2) Debris hauled to staging sites in mixed loads will be segregated by heavy equipment when possible and by hand crew when necessary.
- D6.2.3) Vegetative debris will be placed into two separate piles.
- D6.2.3.1) The first pile (pile one) will be the dumping point until a sufficient quantity has been accumulated to commence a continuous reduction operation.
- D6.2.3.2) Pile two will be started and accumulated until the reduction of the pile one has been completed. At which time, dumping of vegetative debris on pile two will cease and pile one will be replenished. This rotation will continue until the task is completed.
- D6.2.3.3) All personnel involved in vegetative debris segregation operations will receive a safety briefing for all effected job to ensure compliance with the Corporate Safety Plan.
- D6.2.4) C&D debris will be placed into one or more piles, as required, to reduce the threat of a fire conflagration until it is reduced or disposed.
- D6.2.4.1) BES will consult with the Town of Southwest Ranches, local fire officials and pertinent environmental officials regarding the requirements for stock piling of C&D debris.
- D6.2.5) White goods will be segregated, as required by the Town of Southwest Ranches task order.
- D6.2.5.1) White goods will be placed and stored until instructed by the Town of Southwest Ranches as to its final disposition.
- D6.2.6) Salvageable/recyclable materials will be segregated, as required by the Town of Southwest Ranches task order.
- D6.2.6.1) Salvageable/recyclable materials will be placed and stored until instructed by the Town of Southwest Ranches as to its final disposition.
- D6.2.7) HTW will be segregated and stored in a Town of Southwest Ranches approved containment area. All site personnel will receive a safety briefing regarding operations involving HTW. The HTW containment site perimeter will be posted and secured for personnel safety and to ensure compliance with the Corporate Safety Plan as well as the BES Corporate Environmental Protection Plan.

D6.2.7.1) HTW will be placed and stored until instructed by the Town of Southwest Ranches as to its final disposition.

**(SEE DIAGRAM ON FOLLOWING PAGE FOR FLOW CHART OF DEBRIS DOCUMENTATION
ACCOUNTABILITY AND FLOW OF MATERIALS FROM FIELD OPERATIONS THROUGH THE TDSRS TO
FINAL DISPOSAL)**

Debris Accountability Flow Chart



DPS – Debris Pick-up Site
 TDSRS – Temporary Debris Storage and Reduction Site
 Debris Segregation Point
 TCP – Traffic Control Point
 C&D – Construction and Demolition
 DEFINITION: HTWCA – Hazardous and/or Toxic Waste Containment Area

IT – Inspection Tower

DSP –

S&R – Storage and Reduction
 HW – Hazardous Waste

D7) DEBRIS REDUCTION

This section discusses guidelines to be followed during debris reduction operations not already addressed in this plan. If required by a Town of Southwest Ranches task order or Notice-to-Proceed, night operations may be conducted. Night operations shall be limited to reduction of debris by burning. Night operations shall only be conducted upon a determination by the BES Safety Officer and concurrence by the Town of Southwest Ranches, that such operations may be conducted in a safe manner.

D7.1) BURNING OPERATIONS

- D7.1.1) Open Air Burning
- D7.1.1.1) Open air burning of disaster related debris is prohibited by and within numerous jurisdictions.
- D7.1.1.2) Open air burning will be accomplished on vegetative debris and/or clean woody debris only when directed by the Town of Southwest Ranches task order(s).
- D7.1.1.3) Under no circumstance will open air burning be conducted on C&D debris that is known, considered or suspect, by the Town of Southwest Ranches and BES, to contain environmental/health hazardous materials (i.e. asbestos, arsenic, etc.).
- D7.1.1.4) All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the Town of Southwest Ranches task order.
- D7.1.1.5) All personnel involved in open air burning operations will receive safety training pertaining to this to ensure compliance with the Corporate Safety Plan.
- D7.1.1.6) Open air burning will be conducted above ground level.
- D7.1.1.7) No open air burning will be conducted within 1000 feet of a structure or within 100 feet of the debris pile.
- D7.1.1.8) An area of not less than 100 feet surrounding each burn site will be cleared of all combustible materials and marked to delineate the area as restricted.

D7.1.2) Air Curtain Burning:

- D7.1.2.1) Air curtain burning of debris is the preferred method of FEMA and BES.
- D7.1.2.2) Air curtain burning will be accomplished on vegetative debris and clean woody debris only, unless otherwise directed by the Town of Southwest Ranches task order(s).
- D7.1.2.3) Under no circumstance will air curtain burning be conducted on C&D debris that is known, considered or suspect, by the Town of Southwest Ranches and BES, to contain environmental/health hazardous materials.
- D7.1.2.4) All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the Town of Southwest Ranches task order.
- D7.1.2.5) All personnel involved in air curtain burning operations will receive safety training pertaining to this to ensure compliance with the Corporate Safety Plan.
- D7.1.2.6) Air curtain burning will be conducted below ground level in a below ground pit, and above ground when geographically necessary. If above ground burning is required it will be conducted in an approved container suitable for the operation. If a below ground pit is used the pit shall be at least 8 feet, and no more than 20 feet, in depth and will be no wider than 1.1 times the width of the air curtain nozzle, and no longer than 10-12 feet (15 feet maximum).
- D7.1.2.7) No air curtain burning will be conducted within 1000 feet of a structure or within 100 feet of the debris pile.
- D7.1.2.8) An area of not less than 100 feet surrounding each burn site will be cleared of all combustible materials and marked to delineate the area as restricted.
- D7.1.2.9) All burning will be accomplished as set out in the US Army Corps of Engineers "DISASTER GUIDEBOOK MISSION GUIDES" Tab 4 (DEBRIS REMOVAL), Section 5 (DEBRIS REDUCTION), Pages 67 through 72 and Figures 5-A through 5-D.

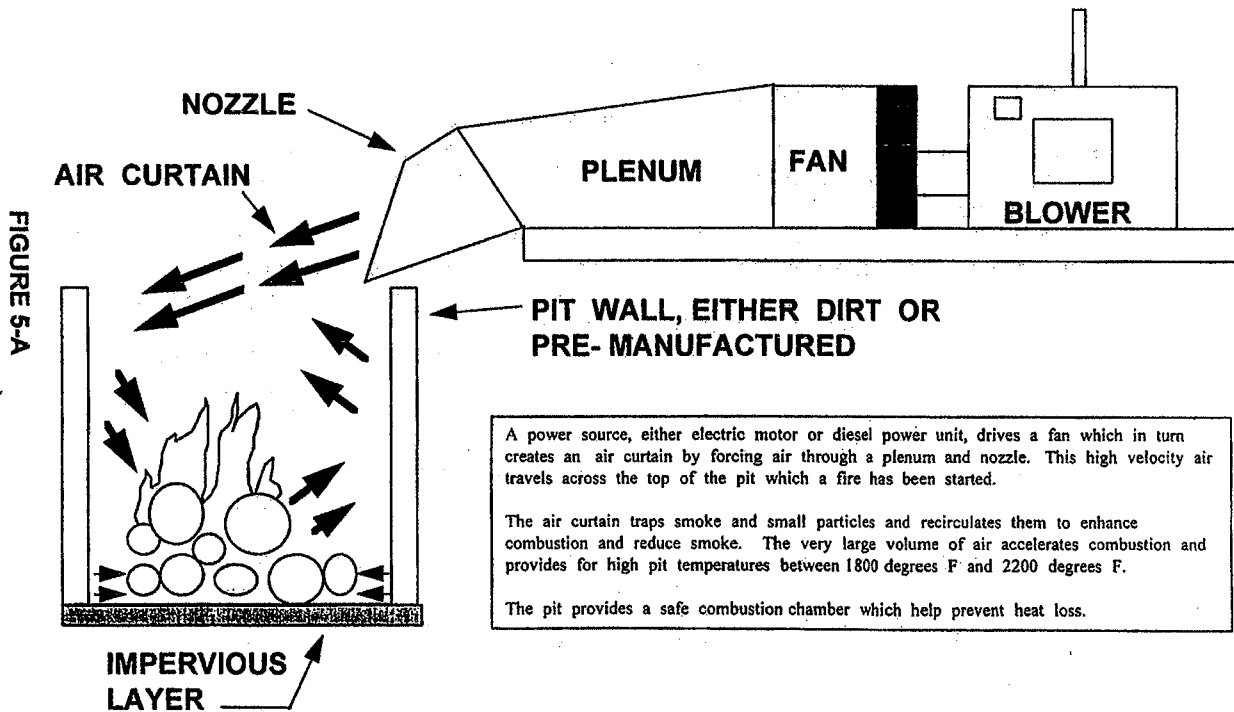
D7.1.3) Ash Disposal Area

- D7.1.3.1) At the end of each burning cycle, the ash residue from the burning operations shall be removed from the burning area and placed in a pre-identified ash disposal area. The burning operations personnel will utilize this area to temporarily store the ash material prior to final disposal.
- D7.1.3.2) The ash residue will be tested in accordance with the soil testing procedures located in the Environmental Protection Plan to establish the need to install a ground-water protection barrier in the Ash Disposal Area.
 - D7.1.3.2.1) Should a liner be required, an impervious layer of clay and/or limestone should be utilized to protect the aquifer (ground water) from potential contamination.
 - D7.1.3.2.2) This liner should be replaced and reinstated should it be disturbed or removed by heavy equipment operations.
- D7.1.3.3) Control of dust produced as a result of handling and/or the storage of ash residue will be accomplished in accordance with the appropriate requirements of the BES Environmental Protection Plan.
- D7.1.3.4) Once the ash residue has reached a quantity requiring disposal, samples of the ash will be taken and examined in accordance with the Environmental Protection Plan, to establish the requirements for disposal (Class I Subtitle D Landfill vs. Class III Landfill vs. agricultural recycling techniques).

(SEE DIAGRAMS OLOWING FOR AIR CURTAIN BURNING AND ASH DISPOSAL DIAGRAMS)

The following diagrams are from the US Army Corps of Engineers "Disaster Guidebook" *Debris Removal Section*.

Overview of an Air Curtain Operation



Minimum Velocity and Volume Requirements for Air Curtain Blowers

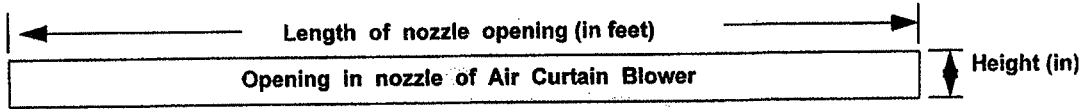


FIGURE 5-B

Measure velocity (in ft/min.) of air curtain 1 inch from nozzle opening using a hot-wire anemometer or other high accuracy velocity measuring instrument. Instrument must be placed properly (parallel to air flow) to obtain correct and reliable readings.

NOTE: Instrument must be capable of measuring velocities up to 11,000 ft/min.

Take 5 air velocity reading at equal spacing and use Formula # 1 to obtain the average.

$$\text{Formula \# 1: } V = \frac{\text{Reading 1} + \text{Reading 2} + \text{Reading 3} + \text{Reading 4} + \text{Reading 5}}{5}$$

To Calculate Volume of Air (in Cubic Feet / Minute) exiting Air Curtain Nozzle

$$VA \text{ (CFM)} = \frac{V \times L \times H}{12}$$

Where: L = Length of Nozzle Opening (in feet)
H = Height of Nozzle Opening (in Inches)
V = Average Velocity Reading (from Formula # 1)
VA = Volume of air (in cubic feet / minute)

NOTE: Minimum Velocity for any Reading (1-5) should not be less than 8800 ft/min.
Volume of Air (CFM) should not be less than 18,000 cfm for a 20 ft nozzle length
22,000 cfm for a 25 ft nozzle length
27,000 cfm for a 30 ft nozzle length
36,000 cfm for a 40 ft nozzle length

Air Curtain Pit Burner

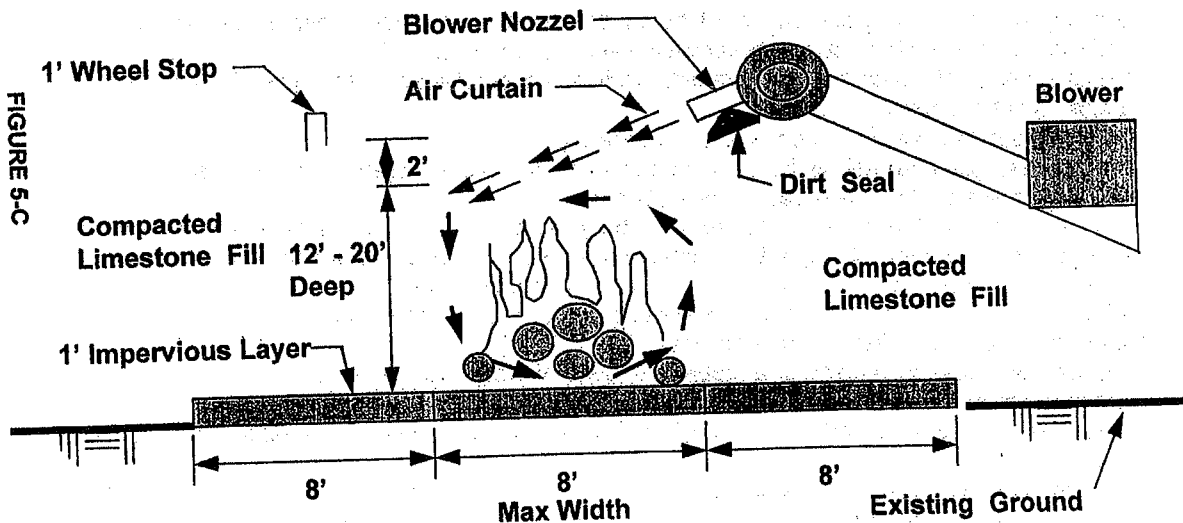
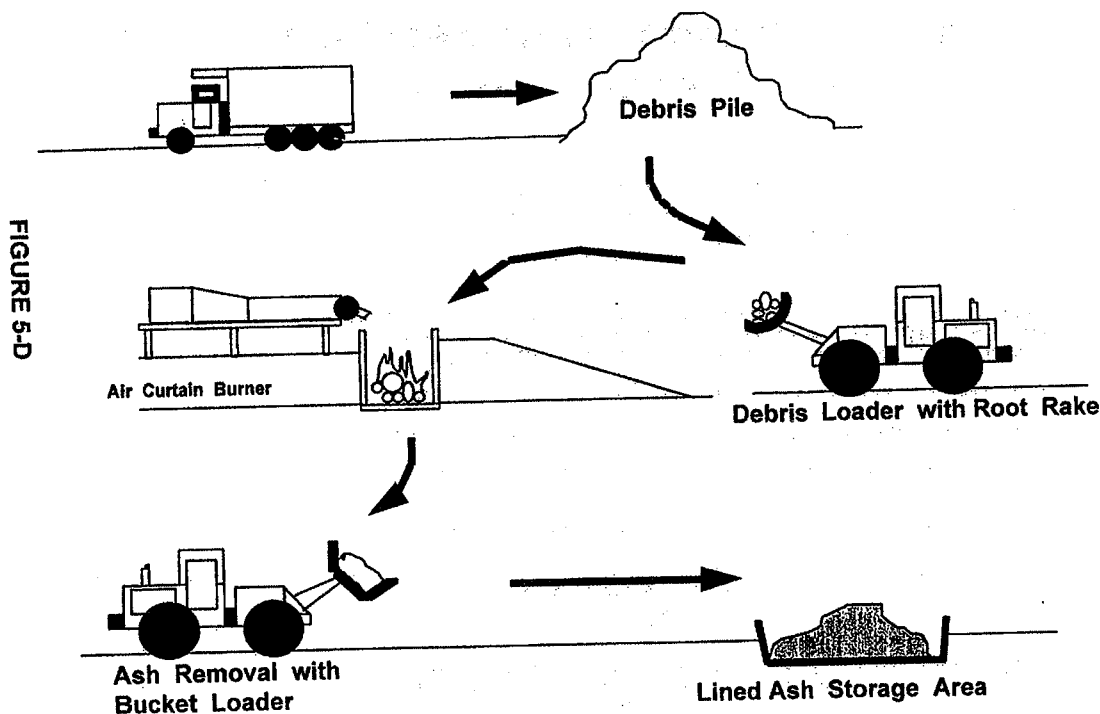


FIGURE 5-C

Flow Diagram For A Burning Operation



- D7.2) GRINDING and/or CHIPPING OPERATIONS**
- D7.2.1) Grinding and/or chipping operations will be accomplished on all vegetative debris, not reduced by burning operations.
- D7.2.2) Grinding and/or chipping operations are the preferred method of reduction for vegetative debris to accomplish environmental resource conservation through recycle/salvage of wood chips. Although this operation is preferred for environmental purposes, it is, however, the most time consuming and costly reduction operation due to material handling and haul disposal costs after grinding and/or chipping operations have been accomplished.
- D7.2.3) Grinding and/or chipping operations of C&D materials are prohibited by and within numerous jurisdictions.
- D7.2.4) Grinding and/or chipping operations will be accomplished on the type of debris (vegetative and/or C&D) as directed by the Town of Southwest Ranches task order.
- D7.2.5) Grinding and/or chipping of vegetative debris will be accomplished on the piles of vegetative debris as set out below.
- D7.2.5.1) Vegetative debris will be placed into two separate piles.
- D7.2.5.2) The first pile (pile one) will be the dumping point until a sufficient quantity has been accumulated to commence a continuous reduction operation.
- D7.2.5.3) Pile two will be started and accumulated until the reduction of the pile one has been completed. At which time, dumping of vegetative debris on pile two will cease and pile one will be replenished. This rotation will continue until the task is completed.
- D7.2.5.4) All BES personnel involved in vegetative debris grinding and/or chipping operations will receive a safety briefing for all effected job functions.
- D7.2.6) A track-type tractor with blade or a rubber tire loader will pick-up, and stock pile chips for temporary storage.
- D7.2.7) Chips will be loaded out and hauled to a final disposal site as quickly as possible to reduce the threat of a fire conflagration.
- D7.2.8) All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the Town of Southwest Ranches task order.
- D7.2.9) Water trucks will be utilized to reduce the threat of fire from all types of debris. If necessary, water trucks will be utilized in fire suppression operations.

D7.2.10) Fire Extinguishers

- D7.2.10.1) Fire extinguishers will be located throughout each debris staging site as required by the site management plan, site safety plan, OSHA requirements and the Town of Southwest Ranches task order.
- D7.2.10.2) All grinding and/or chipping operations personnel will be trained in incipient fire suppression operations and safety procedures, to include operation of fire extinguishers and water trucks to ensure compliance with the Corporate Safety Plan.

D7.3) MAINTENANCE/FUEL VEHICLES AND PERSONNEL

- D7.3.1) Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations.
- D7.3.2) Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

D8) DEBRIS DISPOSAL

Debris disposal is the pre-planned, pre-approved operation of placing debris in its final resting-place.

D8.1) Debris disposal operations can be segmented into three distinct operations:

- D8.1.1) Haul to and tip at debris disposal site
- D8.1.2) Physical operation of debris disposal site
- D8.1.3) Augmentation of debris disposal site permanent staff and equipment

D8.1.4) DISPOSAL SITE(S)

- D8.1.4.1) A disposal site may be a dump and/or a landfill owned and operated by private or public sectors. Non-burnable debris will be disposed only at a dump and/or landfill designated to receive materials other than toxic hazardous waste.

D8.1.5) EQUIPMENT

- D8.1.5.1) Debris disposal hauling equipment will include, but not limited to:
- D8.1.5.1.1) 16-30 cubic yard dump truck
- D8.1.5.1.2) 30-100 cubic yard tractor-trailer or other such haulers as the Town of Southwest Ranches may direct.
- D8.1.5.1.3) Past experience has shown that the farther the haul distance, larger capacity Town of Southwest Ranches trucks are more effective.
- D8.1.6) All haul truck beds shall be equipped with tailgates constructed of materials (i.e. – chain link fence, safety fence, etc.) that will safely contain debris, allow each haul truck to be loaded to its capacity and also allow rapid dumping of debris from the bed.
- D8.1.7) Any haul truck bed that has or will have vertical extensions installed, will comply with the following restrictions:
- D8.1.8) Disposal haul truck bed extensions shall comply with all applicable local, state and federal laws. Bed extensions, when installed, will be located and secured to the front-end, left side and right side of the bed. Bed extensions shall not extend beyond 24 inches above the manufacturers bed height. Bed extensions will be constructed of not less than 2"x6" lumber.
- D8.1.9) All disposal trucks shall be mechanically loaded and pre-measured and accepted by The Town of Southwest Ranches before being utilized in debris removal operations.

D8.2) MAINTENANCE/FUEL VEHICLES AND PERSONNEL

- D8.2.1) Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations.
- D8.2.2) Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

D8.1.10) SAFETY

- D8.1.10.1) All supervisors and/or foremen will utilize the check sheet provided by the assigned BES Safety Officer to ensure all safety equipment is maintained and operable on all debris disposal hauling equipment and to ensure compliance with the Corporate Safety Plan.

D8.2) OPERATIONS

- D8.2.1) All field supervisors shall ensure that all debris disposal-hauling operators are licensed and/or certified to operate required equipment.
- D8.2.2) All debris disposal operators will be given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by the Town of Southwest Ranches.
- D8.2.3) All debris disposal haul operators shall visibly display colored signs provided by BES and, if applicable, the Town of Southwest Ranches. BES signs are weather proof signs to be placed on the driver and passenger doors of the vehicle cab. Any signs provided by the Town of Southwest Ranches will be displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the Town of Southwest Ranches task order/N-T-P.
- D8.2.4) All signs will be removed from the exterior of the vehicle, at close of business each day and secured by the driver to prevent theft or loss. Signs will be replaced on the vehicle at the beginning of the workday.
- D8.2.5) Colored paper signs/passes will be displayed in the driver's side windshield of each vehicle. The color of the sign/pass is subject to change, without notice, to ensure quality control measures regarding authority to exit work sites and enter disposal site(s).
- D8.2.6) All debris disposal haul operators shall maintain the numbered debris hauling/transportation documentation/verification form(s). Each form contains directions, which should be followed. All supervisors will be responsible to ensure that all employees utilizing and/or inputting information on the form are procedurally trained. It will be each supervisor's responsibility to maintain a supply of the required number of forms. Forms will be distributed by supervisors/foremen to debris disposal haul operators during loading operations and after completing the applicable sections on the aforementioned documentation forms.
- D8.2.7) All debris disposal operators will maintain daily ticket/haul records to be turned into field supervisors, with copies of load tickets at close of business each day.

E) DEMOLITION OF CONDEMNED STRUCTURES

E1) COMMENCEMENT OF DEMOLITION OPERATIONS

- E1.1) Demolition operations will commence upon receipt of a task order and Notice to Proceed from the Town of Southwest Ranches.
- E1.2) Demolition operations will proceed in an orderly and manageable fashion on publicly and privately owned properties as designated by The Town of Southwest Ranches task order.

E2) DEMOLITION DOCUMENTATION CHECKLIST

- E2.1) Proper permits obtained for demolition of structures
- E2.2) Proper state and/or federal Authorities notified by Client and/or BES personnel
- E2.3) Written schedule of inspections by the Town of Southwest Ranches inspections personnel (i.e.: Building Inspector, Utilities Inspector, Health Inspector, Fire Inspector, Etc.)
- E2.4) Written schedule of work, to include scheduling of the Town of Southwest Ranches inspectors to be present for final approval prior to razing of property

- E2.5) Received and filed final signed copy of Right-of-Entry (ROE) form in three parts, right-of-entry, hold harmless and non-duplications of benefits affidavit, for each property prior to razing.
- E2.6) Received and filed copy of the Town of Southwest Ranches' Declaration of Condemnation for each property prior to razing.
- E2.7) Property owner has been given sufficient time, as determined by the Town of Southwest Ranches, to remove personal belongings from designated and condemned properties with documentation of receipt by property owner of the notice.
- E2.8) Ensure that the Town of Southwest Ranches has verified if property owner intends to rebuild, and if yes, that foundations and utilities are properly protected, if they are not condemned for demolition.
- E2.9) Ensure that the Town of Southwest Ranches has provided written notice to the property owner and to BES of the proposed demolition with scope of demolition defined (structures, outbuildings, fences, trees, shrubs, etc. to be razed and or protected)
- E2.10) Obtain a signed verification from the Town of Southwest Ranches that property owner and/or others (vagrants, children, etc.) have vacated each property immediately prior to demolition.
- E2.11) Ensure that the Town of Southwest Ranches has clearly designated and physically marked each property to be demolished.
- E2.12) Coordinate with local water quality officials to ensure that the Town of Southwest Ranches and/or property owner have followed proper temporary well capping procedures
- E2.13) Coordinate with local sanitation/waste water officials to ensure that the Town of Southwest Ranches and/or property owner have located, marked and ensured protection of sewer/septic systems.

E3) FIELD SUPERVISORS/CREW FOREMEN

- E3.1) Field supervisors and project managers will report to the senior field supervisor.
- E3.2) All supervisors will be responsible to ensure work is conducted only on those properties designated by the Town of Southwest Ranches. Supervisors will not allow work to commence in additional areas until directed by the Town of Southwest Ranches task order.
- E3.3) Supervisors shall be responsible for the safety of all personnel and equipment.
- E3.4) Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to BES designated representative with a copy given to the Town of Southwest Ranches, if required.
- E3.5) Crew foremen will report to their designated supervisor.
- E3.6) Foremen will be responsible to ensure work assignments received from their supervisor are completed to the requirements of the Town of Southwest Ranches task order.
- E3.7) Foremen will be responsible for maintaining the daily personnel and equipment time logs.

E4) EQUIPMENT

- E4.1) Demolition operations equipment will include but is not limited to the following:
 - E4.1.1) Track type loaders
 - E4.1.2) Rubber tire front end loaders with grapple buckets
 - E4.1.3) Rubber tire front end loaders with 4 in 1 bucket
 - E4.1.4) Rubber tire backhoes with thumb
 - E4.1.5) Trackhoes and/or excavators
 - E4.1.6) Track type Dozers
 - E4.1.7) Other specialized equipment as required.
- E4.2) All equipment used will meet current safety standards.

E5) MAINTENANCE/FUEL VEHICLES AND PERSONNEL

- E5.1) Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations.
- E5.2) Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

E6) LABORERS

- E6.1) 1 – 2 laborers with sufficient hand tools will accompany each piece of heavy equipment.

E7) OPERATIONS

- E7.1) Demolition operations will be conducted only on properties as instructed by Town of Southwest Ranches task orders.
- E7.2) All debris will be picked up and loaded into haul trucks in a safe and workman-like manner to ensure compliance with Section D3 above as well as the Corporate Safety Plan. *Safety will not be compromised.*
- E7.3) All crew foreman and field supervisors will be responsible to ensure a rapid and cost effective as possible operation.
- E5.4) Hand crews, to ensure maximum production and safe operation, will assist heavy equipment operators in avoiding areas of concern, such as septic tanks, water meters, etc.
- E5.5) All construction and demolition materials will be sized using heavy equipment to ensure maximum loading and safe transport of materials within EPA and DOT standards.
- E5.6) All construction and demolition materials will be compacted to the maximum extent practical to ensure maximum utilization of haul truck capacity.
- E5.7) Obvious hazardous materials will be dealt with in accordance with the Town of Southwest Ranches task order and the Corporate Environmental Protection Plan and in compliance with the Corporate Safety Plan.
- E5.8) Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at each approach point of the work area to maintain traffic control and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Additional traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.

F) DEBRIS STAGING SITE REMEDIATION

- F1) Remediation of Debris Staging Sites is the process of returning the site to pre-use, and in some cases, pre-event condition
- F2) Debris Staging Site Remediation is performed in four primary phases
- F2.1) Pre-use inspection and documentation
- F2.2) Operational Environmental Protection
- F2.3) Closure Procedures
- F2.4) Final inspection, release, and acceptance of the Town of Southwest Ranches and/or Landowner
- F3) Pre-use documentation and inspection
- F3.1) Inspection
- F3.1.1) Each Debris Staging Site will require inspection prior to use, for the following:
- F3.1.1.1) Existing topography
- F3.1.1.2) Existing vegetation (grass, shrubs, trees)
- F3.1.1.3) On-site or near-site water sources
- F3.1.1.4) Existing structure and their current condition
- F3.1.1.5) Any other distinguishing characteristics such as hazardous and/or non-hazardous materials stored on site
- F3.1.2) A basic Environmental Impact Statement, in accordance with BES's Environmental Protection Plan shall be accomplished.
- F3.2) Documentation
- F3.2.1) A narrative description shall be prepared for each site.
- F3.2.2) Sketches and/or drawings (basic) shall be produced to illustrate the current condition of the site and its contents, as well as content location.
- F3.2.3) Still photographs and video will be taken of each site, both ground level and aerial, to additionally illustrate the pre-use condition of the site and its contents.
- F3.2.4) Environmental Sampling

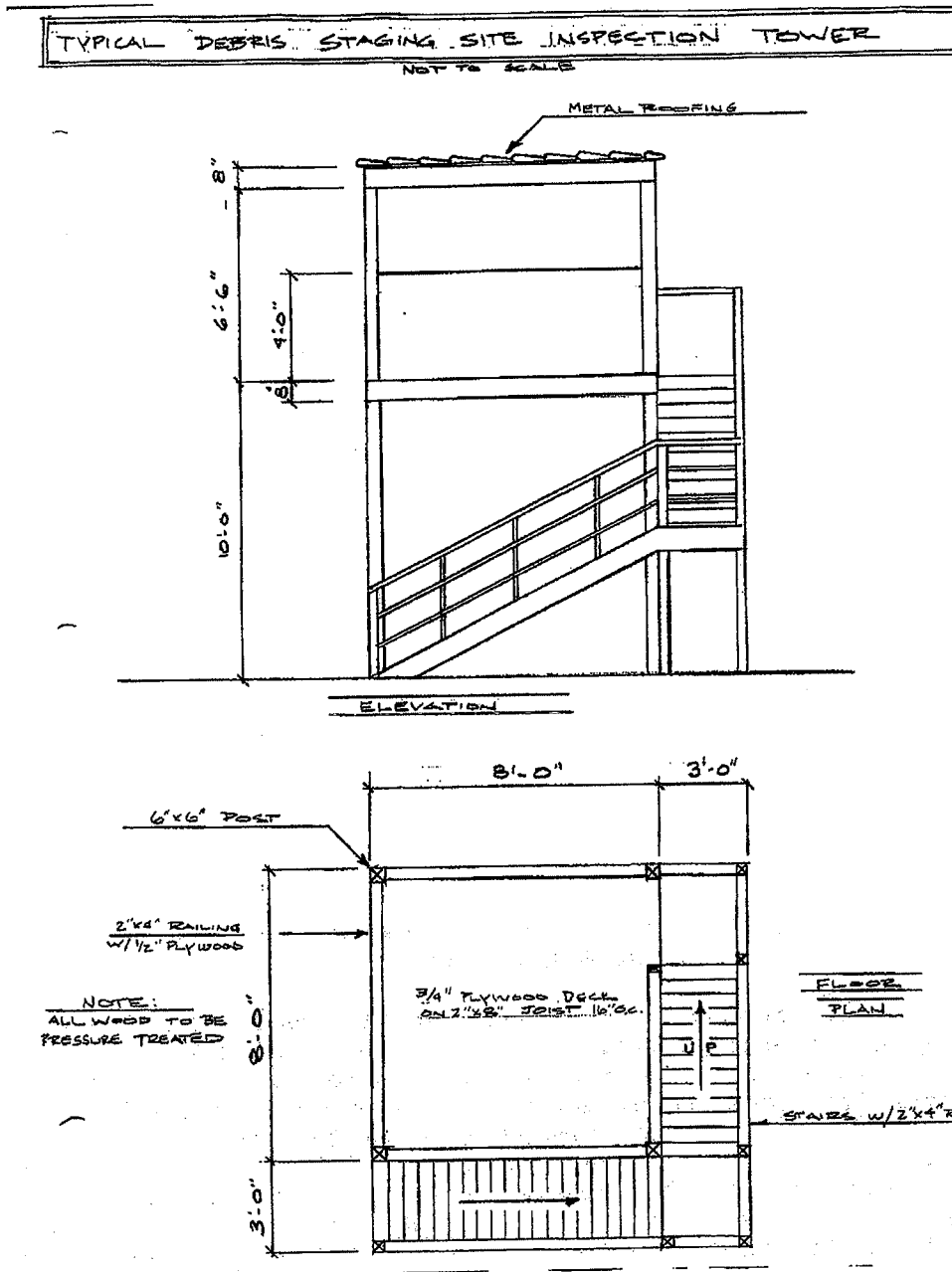
- F3.2.4.1) Random soil samples, surface and sub-surface, shall be taken and sealed in containers for comparison with post-use samples taken at the time of site closure.
- F3.2.4.2) Prior to sealing these samples, a small portion of each sample will be field tested to determine the presence of contaminants prior to use of the site.
- F3.2.4.3) On-site and off-site samples will be taken of any impactable water source.
- F3.2.4.4) Water source samples will be stored and tested using the criteria stated above.
- F3.2.4.5) Samples of both water and soil will be taken in accordance with the above standards after operations have ended (post use samples).
- F3.2.4.6) Post use samples and pre-use samples will be tested in the Corporate Laboratory and/or another Certified Laboratory to determine the presence of contaminants.
- F3.2.4.7) Should contaminants be identified in the pre-use field test, a determination of whether or not a particular site or area of a site should be utilized will need to be made by BES senior management and the Town of Southwest Ranches' Authorized Representative.
- F3.2.4.8) Should contaminants be identified in post use test results that were not present in pre-use test results, remediation of the site or area of the site will be accomplished in accordance with federal, state and local regulations as well as current industry standards.
- F4) **OPERATIONAL ENVIRONMENTAL PROTECTION**
- F4.1) All work performed at and/or in relation to a debris-staging site will be performed in a professional, skilled and workman-like manner.
- F4.2) All debris staging site operations shall be conducted in accordance with BES's Environmental Protection Plan and to ensure compliance with the Corporate Safety Plan.
- F5) **CLOSURE PROCEDURES**
- F5.1) Pre-use inspection and documentation information shall be utilized as a guide to restore each site to pre-use condition.
- F5.2) **REMOVAL OF DEBRIS**
- F5.2.1) Debris residue, not taken to the appropriate disposal site during debris disposal operations, shall be collected, recorded and hauled to the appropriate disposal site.
- F5.2.2) BES or another licensed hazardous waste remediation company shall be retained to accomplish the removal of all hazardous and/or toxic waste from each site, if not already accomplished under separate agreement by the Town of Southwest Ranches.
- F5.3) **REMOVAL OF TEMPORARY STRUCTURES**
- F5.3.1) All temporary structures such as fencing, inspection towers, temporary offices, sanitary facilities, etc., shall be removed from each site.
- F5.4) **LANDSCAPE OPERATIONS**
- F5.4.1) Each site shall be graded, as required to return the topography to pre-use elevations, unless otherwise directed by the Town of Southwest Ranches task order.
- F5.4.2) Each site will be vegetatively restored to pre-use condition by seeding, fertilizing and laying of straw as well as replacement of agreed-upon shrubs and/or trees.
- F5.5) **CLOSURE DOCUMENTATION**
- F5.5.1) The procedures described in Section F3 of this plan shall be followed for closure documentation.
- F6) **FINAL INSPECTION, RELEASED AND ACCEPTANCE OF THE TOWN OF SOUTHWEST RANCHES AND/OR LANDOWNER**

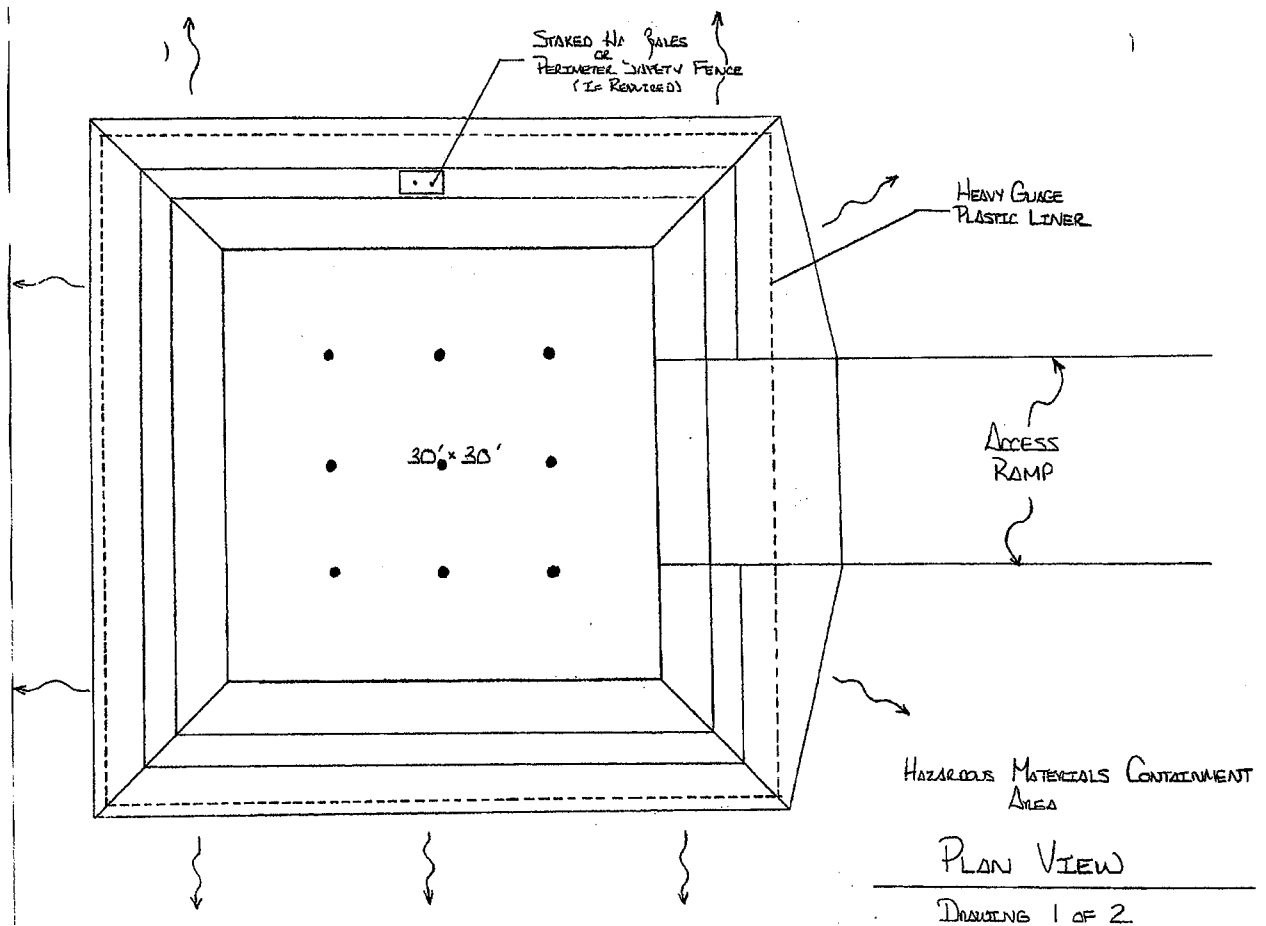
- F6.1) BES's Senior Management, the Supervisor responsible for a particular site, the Town of Southwest Ranches' Representative and if applicable, the landowner shall constitute an inspection team.
- F6.2) BES Supervisor responsible for the applicable site shall have, for examination by all Inspection Team members, the documentation package to include pre-use and closure inspection documentation as well as all chronological documentation created during the operational period.
- F6.3) After all inspection team members accept the post-closure condition of each site, a release and Hold-Harmless Agreement for BES shall be signed by the Town of Southwest Ranches and/or landowner, releasing BES of any further responsibility and liability.

G) FINAL DEBRIS DOCUMENTATION *

H) CONTRACT CLOSE OUT *

DIAGRAM
Typical Debris Staging Site Inspection Tower





**HAZARDOUS MATERIALS CONTAINMENT AREA
CONSTRUCTION GUIDE**

BES will construct the Hazardous Materials Containment Area using the following methods: The first step will be to determine the subgrade of the existing area by excavating test holes using a backhoe to various depths. If material is suitable for berm construction, then BES personnel will excavate a 30'x30' area to a depth satisfactory to the contracting officer. The material from the excavation will be used to construct a 5' berm around the perimeter. If the material is not suitable for berm construction, then suitable material will be hauled in from an approved off-site source. The crest of the berm will be a minimum of 2' wide flat surface, sufficient for the placement of staked hay bales. The cell will then be lined with a heavy gauge plastic liner, which overlaps the hay bales. The perimeter of the plastic liner will be held in place by utilizing an anchor trench. The liner will then be covered by 6" of soil to protect the liner from punctures. The interior of the containment area will have, at 10' off centers, metal posts welded to a 2'x2' base. The top of the metal post will have a tee fitting and a minimum of 24 inches of pipe to prevent damage to the plastic cover that will be utilized when it is raining or when the Hazardous Material Containment Area is not in use. An access ramp, constructed of excavated materials to allow safe and productive placement of hazardous materials will be provided. If incompatible materials are to be stored, the containment area will be modified by constructing separator berms with additional heavy gauge plastic liner providing complete separation between the incompatible materials. For this reason, the berms constructed will be built at a sufficient height to replace the interior supports. Additional access ramps will be constructed to provide entrance to each required cell.

7. VALUE ADDED SERVICES: THE PROPOSER IS ENCOURAGED TO PROPOSE VALUE ADDED SERVICES OVER AND ABOVE THE STANDARD DEBRIS REMOVAL OPERATIONS SUCH AS A CUSTOMER SERVICE AND CLAIMS HOTLINE, MOBILE COMMAND UNITS, HELICOPTER FLY OVER FOR DAMAGE ASSESSMENT, AND OTHER CUTTING EDGE TECHNOLOGY.

1. **TDSRS Site Management:** BES has the unique opportunity to provide the Town of Southwest Ranches a "value added" service by only handling the disaster debris one time from the curbside. Inclusive of this document, please find permitted *Temporary Debris Storage and Reduction Sites (TDSRS)* that are owned by the *Bergeron Family of Companies*.

One of the sites owned by Bergeron is identified as Site #4 on the attached map. BES proposes to direct haul the debris generated by an event in the Town of Southwest Ranches to this site. *The site, as previously stated, is permitted and the contractor will take ownership of the debris at the site.* The residual material (mulch) will be disposed of at appropriate and lawful final disposition location. The end user's will either be the Okeelanta Sugar Mills, a permitted and lawful disposal facility that uses the material as boiler fuel or the material will be stockpiled in accordance with FDEP Solid Waste Storage Requirements for use at a later time. The storage of material will be in compliance with our permit requirements for each site.

By only handling the debris one time, the Town reduces its project time, reduces monitoring costs and the Town has the assurances that the mulch material has lawfully been disposed of. Further, no Town property is impacted or has to be reclaimed/restored.

All debris collected by BES during emergency recovery operations following a disaster in the Town of Southwest Ranches will be disposed of in accordance with all applicable Federal, State and Local laws, standards, and regulations. BES conforms to FEMA's Debris Management Guide, specifically FEMA DMG 329 and 325 for this operational plan.

2. **Customer Claims Hotline:** During disaster recovery operations, the applicant typically has community relation's protocol in place to keep citizens apprised of activities relevant to the process. Debris removal rapidly becomes a major part of that outreach protocol and our program can be added as an appendix to the applicant program or as a stand-alone protocol. The biggest element of our outreach program is communication between the contractor and the applicant. Accountability of debris crews is paramount in the debris process to ensure efficient operations. The community deserves, at a minimum, to know when they can expect their debris to be handled, deadlines to place their debris by the curbside and when the project benchmarks will be reached. Additionally, damage claims/reports from citizens will begin pouring in from the citizens once debris operations start. The claims process quickly becomes the largest part of the "debris community relations program". BES has developed a common sense approach to documenting and resolving damages in the field that has been tried and true for decades. The basis of the approach is communication between the contractor, applicant designees and the homeowners. BES has developed forms to capture the damage claim immediately once it's reported. This allows for the appropriate investigations to be conducted determining whether the damage was a direct result of the event, if it was caused by contractor equipment or the damage was caused by others. The applicant will determine the conduit for communication of these damages to the contractor. Those conduits can be either a hotline, direct submittal of the claims form to the contractor by the applicant designees (monitors) or homeowners filling out claim forms at our mobile command center. In any case, once the claim is received the field supervisor assigned to the area/zone that the claim is located is immediately notified or is provided a packet each workday if there are multiple claims in his/her area. The field supervisor is responsible for the crews assigned to his/her area; therefore, they will have common knowledge of crew locations, types of equipment being utilized, crew progress, etc. All of these items are critical to the investigation of the claim. Photographs will be taken of reported damage, interviews with the claimant will be conducted and crew interviews will be conducted at minimum. Depending on the severity of the damage, it may be required that an applicant representative be present during these interviews.

Upon completion of the interviews, the field supervisor will report his/her findings to the project manager. The project manager will report these findings to the applicant and claimant, in writing, to begin the resolution process. If it is obviously the fault of a contractor crew, the project manager will request that the crew responsible either make repairs themselves, resolve the issue directly with the claimant or request quotes to have repairs

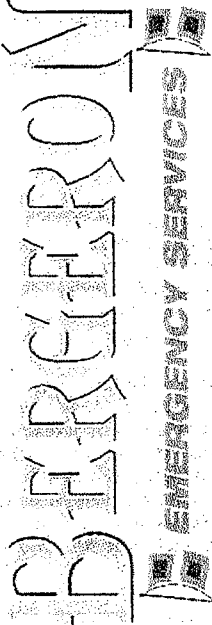
conducted. Resolutions of claims have through cash settlements, repairs made by contractor personnel or repairs by others.

In any case once the proper repairs are made to the satisfaction of the claimant, a release form will be signed and a copy provided to the applicant to close the file. In some cases, the contractor may dispute that a contractor crew caused the damage. In those circumstances, the contractor will provide ample justification to dispute said claim through load tickets, field notes, monitor reports, etc.

3. **Mobile Command Units:** BES has a long-standing relationship with William Scotsman Portable Offices Company and Mobile Mini Company. This company actually stores literally "THOUSANDS" of units on Bergeron Properties, Inc. leased sites. These sites are within a one-mile radius of our corporate office. Bergeron Properties, Inc. is a sister company of BES and also falls under the umbrella of the Bergeron Family of Companies. These leases could be provided to the Town of Southwest Ranches upon request. With that being said, BES can mobilize and staff multiple office sites to support our operations and we also offer these same type units to our clients if needed.

4. **Helicopter Flyover:** Through our corporate partner, Twin Otter Air we have access to multiple aircraft type (fixed wing and rotor). Twin Otter flies exclusively for BES in disaster recovery operations. Helicopter flyovers are as important to us as your debris contractor as they are to the Town for your damage assessments. Therefore, BES would be in early communication with the Town pre-landfall to coordinate an immediate flyover post-landfall.

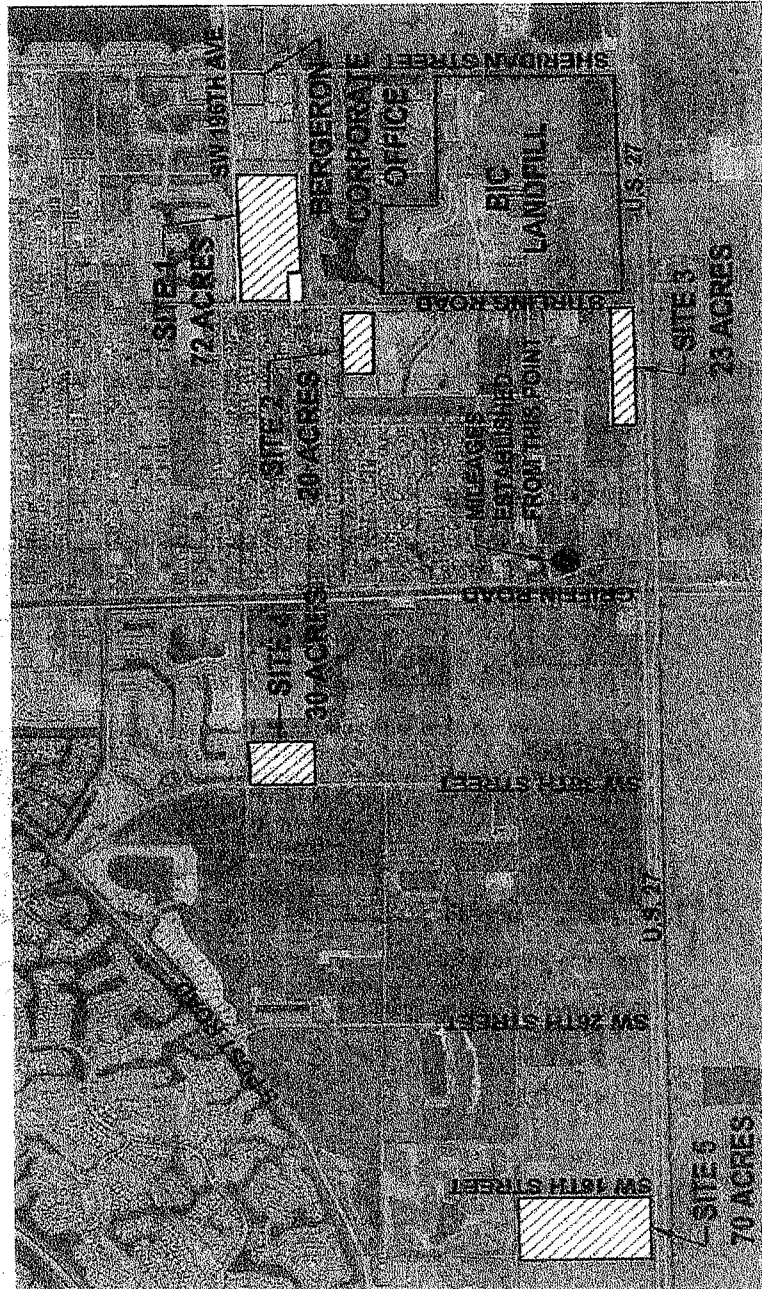
5. **Early Alert, Real Time Emergency Management:** BES has the pleasure to have recently teamed with one of the premier Emergency Management Consulting firms in the nation, Early Alert, Inc. This company is comprised of former emergency managers at the local (Florida), State (Florida) and Federal (FEMA) levels. Attached is the capabilities statement and services offered by Early Alert through Bergeron if we are chosen as the successful respondent. The teaming agreement has been attached as well.



TDSRS SITES "2007"

BROWARD COUNTY LOCATION MAP

APPROXIMATE DISTANCE IN MILES :	APPROXIMATE CENTER OF TOWN :
MIRAMAR	8.5 MILES
PEMBROKE PINES	7.5 MILES
SOUTHWEST RANCHES	2.5 MILES
DAVIE	11.0 MILES
PLANTATION	11.5 MILES
COOPER CITY	10.0 MILES
WESTON	9.0 MILES
HOLLYWOOD	3.0 MILES
	14.0 MILES



TAB 3: SCHEDULE OF FEES

Town of Southwest Ranches

Qualifying Statement for Pricing



April 19, 2011

Town of Southwest Ranches
RFP Evaluation Committee
Debris management Services

RE: Qualifying Statement and Clarification of "Cradle to Grave Pricing".

To Whom It May Concern:

Value Added Services

With such a close proximity to the Town of Southwest Ranches, BES is amply qualified to assist the Town with debris removal and additional scopes of services that arise out of a disaster, as it has proven in the past. During Hurricane Wilma in 2005 BES managed the City's Temporary Debris Staging and Reduction Site (TDSRS), performing segregation, reduction, and final disposal operations of hurricane generated debris. That same storm season BES opened and managed five of the largest TDSRS in the State's history and successfully conducted site management operations in excess of two million cubic yards (please see attached TDSRS map.) BES closed the sites in compliance with all applicable state, local, and federal agency requirements and specifications.

BES is the only contractor in contention to provide this "value added service". We have priced the RFP items "CRADLE TO GRAVE" as requested. However, BES is the only contractor positioned to provide an inherent cost savings by taking ownership of the Town's vegetative debris and not impacting Town property by establishing temporary debris sites. The debris will be removed from the curbside and hauled to our privately owned and permitted dumpsites. The debris is then processed and disposed of in accordance with applicable regulations. The gate fee at our facility is the same price as in past events, and the Town will be 100% reimbursed for its portion of the cost share by FEMA and the State. This will allow you to essentially eliminate the costs of reduction and disposal of vegetative debris and eliminate the impact of long-term storage of such debris on Town owned property.

The items bid as "\$0.00" are a reflection of the cost savings due to our on price approach as the Town requested. The debris only gets billed for once and is inclusive of all debris management elements to include pickup, hauling, reduction, site management, final disposal, etc.

Bergeron Emergency Services, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

1. Fees should be provided by unit cost. ***"Cradle to grave" unit price contracts are recommended for debris so that costs for reduction, hauling, disposal, site management and collection are easier to track and separate for the FHWA and FEMA portions. The price for managing debris represents the cost from cradle to grave unless otherwise noted.***
2. Hourly fees should be provided, to establish fees for potential additional work, if any.
3. All rates shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with equipment and personnel.

Item	Description of Services	Unit	Cost
1	Emergency road clearance (PUSH) including machinery and operator (see Note 3)	Hourly	\$ 245.00
2	Management, Site Restoration and Closure of TDSRS based on cubic yards hauled in by Contractor or other than Contractor (see Note 2)	Cubic Yard (CY)	\$ 0.00
3	Removing vegetative debris from public property and rights of way and hauling to TDSRS, 0 – 10.9 one way miles	CY	\$ 17.75
4	Removing vegetative debris from public property and rights of way and hauling to TDSRS, 11 – 30 one way miles	CY	\$ 17.75
5	Removing vegetative debris from private roadways and central collection points within the private community and hauling to TDSRS, 0 – 10.9 one way miles	CY	\$ 17.75
6	Removing vegetative debris from private roadways and central collection points within the private community and hauling to TDSRS, 11 – 30 one way miles	CY	\$ 17.75
7	Chipping debris on public property and rights of way and hauling mulch directly to final disposal site, 0 – 10.9 one way miles (see Note 1)	CY	\$ 12.00
8	Chipping debris on public property and rights of way and hauling mulch directly to final disposal site, 11 – 30 one way miles (see Note 1)	CY	\$ 14.00
9	Chipping debris from private roadways and central collection points within the private community and hauling mulch directly to final disposal site, 0 – 10.9 one way miles (see Note 1)	CY	\$ 12.00
10	Chipping debris from private roadways and central collection points within the private community and hauling mulch directly to final disposal site, 11 – 30 one way miles (see Note 1)	CY	\$ 14.00
11	Chipping debris at the TDSRS based on cubic yards hauled into the TDSRS by Contractor or other than Contractor	CY	\$ 0.00

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

12	Mulch loading, hauling of chipped debris from the TDSRS to final disposal site, 0 – 30 one way miles, and dumping for final disposal all vegetative debris generated from grinding/chipping operations (see Note 1)	CY	\$ 0.00
13	Removing construction and demolition debris, white goods, mixed debris, or non burnable items, from public property, and rights of way and hauling to TDSRS, 0 – 10.9 one way miles	Ton	\$ 18.00
14	Removing construction and demolition debris, white goods, mixed debris, or non burnable items, from public property, and rights of way and hauling to TDSRS, 11 – 30 one way miles	Ton	\$ 19.50
15	Removing construction and demolition debris, white goods, mixed debris, or non burnable items, from private roadways and central collection points within the private community and hauling to TDSRS, 0 – 10.9 one way miles	Ton	\$ 18.00
16	Removing construction and demolition debris, white goods, mixed debris, or non burnable items, from private roadways and central collection points within the private community and hauling to TDSRS, 11 – 30 one way miles	Ton	\$ 19.50
17	Processing of C&D debris, white goods, mixed debris or non burnable items at TDSRS and hauling to final disposal site. (see Note 1)	Ton	\$ 23.00
18	Removing hazardous waste from public property and rights of way and hauling to TDSRS, 0 – 10.9 one way miles	LB	\$ 50.00
19	Removing hazardous waste from public property and rights of way and hauling to TDSRS, 11 – 30 one way miles	LB	\$ 50.00
20	Removing hazardous waste debris from private roadways and central collection points within the private community and hauling to TDSRS, 0 – 10.9 one way miles	LB	\$ 50.00
21	Removing hazardous waste debris from private roadways and central collection points within the private community and hauling to TDSRS, 11 – 30 one way miles	LB	\$ 50.00
22	Processing of hazardous waste at TDSRS and hauling to final disposal site. (see Note 1)	LB	\$ 50.00
23	Removing leaning trees and hanging limbs to include machinery and operators, limbs greater than 2" in diameter	Per tree	\$ 65.00
24	Removing leaning trees and hanging limbs to include machinery and operator, limbs equal to or less than 2" in diameter	Per tree	\$ 0.00
25	Burning debris at TDSRS and disposal of ash based on cubic yards hauled into the site (Vendor responsible for burn permit)	CY	\$ 0.00
26	Extracting and hauling of stumps, 6" to 11.99" in diameter	Stump	\$ 0.00
27	Extracting and hauling of stumps, 12" to 23.99" in diameter	Stump	\$ 0.00
28	Extracting and hauling of stumps, 24" to 47.99" in diameter, including backfill	Stump	\$ 120.00
29	Extracting and hauling of stumps, 48" or larger in diameter, including backfill	Stump	\$ 175.00
30	Hauling cost per miles beyond 30 miles	CY/Mile	\$ 0.25

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

31	Reduction of stumps 24" to 47.99" in diameter by grinding at TDSRS	Stump	\$0.00
32	Reduction of stumps 48" or larger in diameter by grinding at TDSRS	Stump	\$0.00
33	Stump grinding, 0 to 23.99" (in place)	Stump	\$50.00
34	Stump grinding, 24" to 47.99" (in place)	Stump	\$75.00
35	Stump grinding, 48" to 83.99" (in place)	Stump	\$125.00
36	Stump grinding -- great than or equal to 84" (in place)	Stump	\$250.00
37	Grinding of roots emanating from stumps	Per ft	\$0.00
38	Removal and hauling of unattached stumps from public rights of way or private communities, 24" to 47.99" to the TDSRS	Stump	\$0.00
39	Removal and hauling of unattached stumps from public rights of way or private communities 48" or larger to the TDSRS	Stump	\$0.00
40	Collection of plastic bags containing vegetative debris and other loose debris from public rights of way and hauling to TDSRS		\$17.75
41	Pre-event staging (loader with grapple and operator, pick up truck and driver, tandem axle dump truck with driver, 2 men with chain saws	Per crew Per hour	\$275.00
42	Pre-event staging per diem per person	Per day	\$0.00
43	Usage of helicopter with pilot for damage assessment	Per hour	\$0.00
44	Generators, 100 kw	Per wk	\$2,800.00
45	Generators, 350 kw	Per wk	\$7,300.00
46	Generators, 600 kw	Per wk	\$10,800.00
47	Freon management and recycling	EA	\$65.00
48	Traffic Barricades	EA	\$0.00

INTENTIONALLY LEFT BLANK

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

Item	EQUIPMENT DESCRIPTION	UNIT	UNIT PRICE
1	JD 544 Wheel Loader with debris grapple	Hour	\$ 120.00
2	JD 644 Wheel Loader with debris grapple	Hour	\$ 135.00
3	Extendaboom Forklift with debris grapple	Hour	\$ 80.00
4	753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 80.00
5	753 Bobcat Skid Steer Loader with bucket	Hour	\$ 75.00
6	753 Bobcat Skid Steer Loader with street sweeper	Hour	\$ 80.00
7	30-50 HP Farm Tractor with box blade or rake	Hour	\$ 45.00
8	2-2 ½ cu. Yard Articulated Loader with bucket	Hour	\$ 120.00
9	3-4 cu. Yd. Articulated Loader with bucket	Hour	\$ 130.00
10	JD 648E Log skidder, or equivalent	Hour	\$ 135.00
11	CAT D4 Dozer	Hour	\$ 80.00
12	CAT D6 Dozer	Hour	\$ 120.00
13	CAT D8 Dozer	Hour	\$ 165.00
14	CAT 125-140 HP Motor Grader	Hour	\$ 120.00
15	JD 690 Trackhoe with debris grapple	Hour	\$ 120.00
16	JD 690 Trackhoe with bucket and thumb	Hour	\$ 110.00
17	Rubber Tired Trackhoe with debris grapple	Hour	\$ 85.00
18	JD 310 Rubber Tire Backhoe with bucket and hoe	Hour	\$ 85.00
19	Rubber Tired Excavator with Debris Grapple	Hour	\$ 85.00
20	210 Prentiss Knuckleboom with debris grapple	Hour	\$ 135.00
21	Self-Loader Scraper Cat 623 or equivalent	Hour	\$ 120.00
22	Hand Fed Debris Grinder	Hour	\$ 75.00
23	300-400 Tub Grinder	Hour	\$ 375.00
24	800-1,000 HP Diamond Z Tub Grinder	Hour	\$ 525.00
25	30 Ton Crane	Hour	\$ 150.00
26	50 Ton Crane	Hour	\$ 175.00
27	100 Ton Crane (8 Hour Minimum)	Hour	\$ 250.00
28	40-60' Bucket Truck	Hour	\$ 160.00
29	Service Truck	Hour	\$ 80.00
30	Water Truck	Hour	\$ 75.00
31	Portable Light Plant	Hour	\$ 45.00
32	Equipment Transports	Hour	\$ 90.00
33	Pickup Truck, unmanned	Hour	\$ 14.00
34	Single Axle Dump Truck, 5-12 Cu. Yd.	Hour	\$ 45.00
35	Tandem Dump Truck, 16-20 Cu. Yd.	Hour	\$ 65.00
36	Trailer Dump Truck, 24-40 Cu. Yd.	Hour	\$ 85.00
37	Trailer Dump Truck, 61-80 Cu. Yd.	Hour	\$ 95.00
38	Power Screen	Hour	\$ 250.00
39	Stacking Conveyor	Hour	\$ 150.00
40	6 Wheel Drive Heavy Off Roads Trucks	Hour	\$ 140.00

TAB 4: BONDING CAPACITY/ FINANCIAL STABILITY



NIELSON, MOSHOLDER & ASSOCIATES

April 15, 2011

Town of Southwest Ranches
RFP No: 11-004
Debris Removal and Disaster Response/Recovery Services

Re: **Bergeron Emergency Services, Inc., and Bergeron Land Development of Central Florida, Inc.**

To Whom it May Concern:

The Hartford Accident and Indemnity Company has a T rating of \$195,678,000. and AM Best rating of A XV.

The Hartford Accident and Indemnity Company currently has outstanding for the above entities a line of bonding credit of \$30,000,000.00 for any single contract subject to aggregate outstanding contracts of \$100,000,000.00. In the event they should become interested in projects that exceed these limits favorable consideration would be given.

The Hartford has been servicing the Surety credit needs of the Bergeron Companies for the past 12 years during which time all projects have been satisfactory completed with out claims filed.

This letter is not an assumption of liability, nor is it a bid or performance & payment bond. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call.

Sincerely,
Hartford Accident and Indemnity Company

Natalie C. Demers
Natalie C. Demers
Attorney-In-Fact

4380 S. Johns Parkway
Suite 110
Sanford, FL 32773
P 407.330.3950
F 407.330.3929

TAB 5: REQUIRED DOCUMENTS/ADDENDA

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

OFFEROR'S CERTIFICATION
WHEN OFFEROR IS A CORPORATION OR LIMITED LIABILITY COMPANY

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this
14th day of April, 2011.

Bergeron Emergency Services, Inc.
Printed Name of Corporation or LLC

Florida
Printed State of Incorporation

By: _____
Signature of President or other authorized officer

Ronald M. Bergeron, Jr.
Printed Name of President or other authorized officer

19612 SW 69th Place
Address of Corporation or LLC

Fort Lauderdale, FL 33332
Town/State/Zip

954-680-6100
Business Phone Number

(CORPORATE SEAL)

ATTEST:

By _____
Secretary

State of Florida

County of Broward

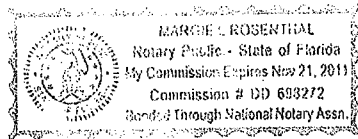
The foregoing instrument was acknowledged before me this 14th day of April
2011, by Ronald M. Bergeron, Jr. (Name), Vice President (Title) of
Bergeron Emergency Services (Name of Company) on behalf of the corporation or LLC,
who is personally known to me or who has produced _____ as identification
and who did (did not) take an oath.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

WITNESS my hand and official seal.

Margie L. Rosenthal
NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)



TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

Sworn Statement -- PUBLIC ENTITY CRIMES

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Southwest Ranches
by Ronald M. Bergeron, Jr.
for Bergeron Emergency Services, Inc.
whose business address is 19612 SW 69th Place, Fort Lauderdale, FL 33332

2. and (if applicable) its Federal Employer Identification Number (FEIN) is 651274968
I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
 - (i). A predecessor or successor of a person convicted of a public entity crime; or
 - (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

Ronald M. Bergeron, Jr.

(Printed Name)

Vice President

04/14/2011

(Title)

Sworn to and subscribed before me this 14th day of April, 2011

Personally known _____

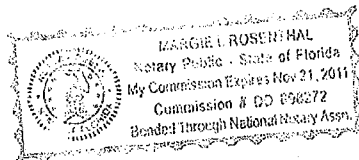
Produced Identification _____

(Type of Identification)

Notary Public - State of FLORIDA

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)



DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004**ADDENDUM #1****STATEMENT RECEIVED:**

FEMA 325 Part 1 Chapter 2 has a paragraph entitled "Additional Contract Requirements" that is drawn from 44 CFR Part 13_36 (h) (Stafford Act Regulations). The basic requirement is that all such contracts must contain several provisions that are designed to protect the Town should the contract be activated. The first requirement is that the bids must be accompanied by a 5% bid bond. Secondly, upon notice to proceed being issued, the contractor must provide 100% payment and performance bonds. Third, the contract must contain a provision for termination of the contract at the pleasure of the Town other than "for cause". Fourth, the provision for emergency road clearance is a time and materials provision which must clearly limit such operations to 70 hours and contain a "not to exceed" cost provision. This cost provision is not written in stone and can be modified after the event based on actual requirements.

Further, U.S. 27 and Interstate 75 are key concerns. While we understand that FDOT has primary responsibility for initial clearance and first pass debris removal, it is apparent from reading the RFP that the Town may not wish to be delayed in their recovery by waiting for DOT to get there. If the intent is to have the hired contractor provide these services on any federally assisted roads, the contract must specify that Form 1273 from the FHWA is required and that the contractor must follow said guidelines. Secondly, all such work performed on federally assisted roadways must be separately tracked and invoiced.

In the cost proposal, there are several issues that will require attention. Items 5, 6, 9, 10, 15, 16, 20 and 21 all involve debris removal services from private roads and/or collection points within private communities. These are generally not permitted services under FEMA 325 and the Town will not be reimbursed. There are instances where private roads are eligible for reimbursement. However, the Town must contact FEMA, in writing, regarding each private road for which consideration is requested. In order to qualify under the Public Assistance Grant Program (FEMA 321, 322 and 325), the Town must provide services which can be documented and accompany the request for waiver of exclusion. Most typically, these services include water, sewer, garbage collection, fire and police protection, recycling services etc. If these can be documented, FEMA will undoubtedly approve reimbursement. However, the Town needs to address these issues now rather than wait for an event when chaos abounds at FEMA Region IV. For private gated communities, FEMA will generally allow removal of the debris if placed on the public rights of way. They will generally not approve entry into the gated communities to remove centrally deposited debris.

For Items 23 and 24, leaning trees are eligible if they are at least 6" in diameter as measured 4-1/2 feet (54") above the ground. They are a separate pay item separate from hanging limbs. (Please refer to the references and FEMA 9580.201 Attachment 2 (Recommended price schedule). Pricing is by size gradation as you have provided in the Items on your schedule ie 6" to 11.99"; 12" to 24" etc.

DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

For item 24, FEMA 321, 322 and 325 require that the branch be at least 2" in diameter as measured within 4" of the break in order to receive reimbursement. As such, this pay item will not be eligible for reimbursement.

For Items 26 and 27, the references require that eligible stumps must be a minimum of 24" in diameter as measured 24" above the ground. The items listed here will not be eligible under that criteria. All stumps under 24" are hauled as vegetative debris if loose. Extraction is not authorized and will not be reimbursed.

For Items 33 to 36, FEMA will not reimburse for these services as there are not eligible under any phase.

For Items 38 and 39, unattached stumps are hauled at the vegetative rate established earlier. The volume for each stump is determined by measuring the stump diameter and cross referencing that figure to the stump conversion table located in FEMA 325.

For Item 40, vegetative debris in containers or plastic bags must be hauled under the C & D rate. Under FEMA 325, vegetative loads can contain zero "0" other debris. C & D loads can contain up to 10% vegetative. In this instance, the debris will have to be unloaded and the bags collected as C & D.

RESPONSE:

"Thank you for your informative statements. We have reviewed the email and will certainly be taking your comments into consideration as we proceed with developing a future contract. Should your company wish to bid on this RFP or have any specific questions related to the RFP, please let us know by the advertised deadlines. Thank you again and have a great day."

Juanita Romance
Deputy Town Clerk

March 28, 2011

*acknowledged by Bergeron Emergency Services
03/28/11*

DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

ADDENDA #2

QUESTION: Does Southwest Ranches have an existing contract for Debris Removal and Disaster Response/Recovery Services? If yes, can the current contract pricing or a bid tabulation be provided?

ANSWER: Yes, the current contract was awarded from a piggy back. Upon request, a copy will be provided.

QUESTION: Does Southwest Ranches have designated Temporary Debris Staging and Reduction Site?

ANSWER: The Town does not have an assigned Temporary Debris Staging and Reduction Site.

QUESTION: In the "Notes" on page 13, Item 1. "Where applicable, Contractor will pay tipping fee at final disposal site and bill Town at cost". Since this is a pass-thru item, my assumption is that the tipping fees should not be included in the Description of Services line item pricing? Please clarify?

ANSWER: The tipping fee should not be included in the Description of Services line item pricing.

QUESTION: Will the contractor be required to submit a bid bond?

ANSWER: A bid bond was not required in this RFP. Should the requirement for a bid bond change, an additional addendum will be issued.

QUESTION: Will the contractor be required to submit performance and payment bonds?

ANSWER: A performance bond was not required by this RFP. Should the requirement for a performance bond change, an additional addendum will be issued.

Juanita Romance
Deputy Town Clerk

April 12, 2011

*acknowledged by Bergeron Emergency Services
04/12/11*

EXHIBIT "C"

EMERGENCY DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES TASK AUTHORIZATION

TASK AUTHORIZATION NO.: _____

This Task Authorization is issued between the TOWN OF SOUTHWEST RANCHES and CONTRACTOR as required pursuant to the Agreement for Debris Removal and Disaster Response/Recovery Services.

This Task Authorization provides for services in accordance with Exhibit "C" of the Agreement and further detailed in the Scope of Work below,

Payment(s) for such service shall be in accordance with the Contract Documents (RFP # 11-004), and must not exceed reasonable limits acceptable to the Federal Emergency Management Agency (FEMA).

Total costs for this Task Authorization shall not exceed \$ _____

Based on current estimate of work and debris volume of ____ cubic yards (cy).

SCOPE OF WORK:

Time is of the essence. Work must be completed by _____.

Contract Administrator

Date

Contractor

Date

EXHIBIT "D"

BUY AMERICA REQUIREMENTS

AND

FEDERAL -AID CONSTRUCTION CONTRACTS - FHWA-1273

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of hisher activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable; that the plan or program is financially responsible; that the plan or program has been communicated in writing to the laborers or mechanics affected; and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3:

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality,

quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Construction

- Quality
- Management & Coordination
- Details
- Safety
- Materials
- Contract Administration

FHWA > Engineering > Construction > Contract Admin > Construction Guide > Buy America > Title 23 United States Code, Section 313

<ul style="list-style-type: none"> Construction Guide Fact Sheets Links Memos Publications Research Reviews Technical Advisories Training & Workshops 	<h2>Title 23 United States Code, Section 313</h2> <h3>§ 313. Buy America</h3> <p>(a) Notwithstanding any other provision of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated to carry out the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title and administered by the Department of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States.</p> <p>(b) The provisions of subsection (a) of this section shall not apply where the Secretary finds--</p> <ul style="list-style-type: none"> (1) that their application would be inconsistent with the public interest; (2) that such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent. <p>[(4) Redesignated (3)]</p> <p>(c) For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.</p> <p>(d) The Secretary of Transportation shall not impose any limitation or condition on assistance provided under the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title that restricts any State from imposing more stringent requirements than this section on the use of articles, materials, and supplies mined, produced, or manufactured in foreign countries in projects carried out with such assistance or restricts any recipient of such assistance from complying with such State imposed requirements.</p> <p>(e)</p>	<h3>Related Information</h3> <ul style="list-style-type: none"> • Every Day Counts <h3>Contact</h3> <p>Jerry Yakowenko Office of Program Administration 202-366-1562 E-mail Jerry</p>
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AGREEMENT BETWEEN TOWN OF SOUTHWEST RANCHES

AND

GRUBBS EMERGENCY SERVICES, LLC

FOR DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES

THIS AGREEMENT, is made and entered into this 3rd day of October, 2011 by and between the Town of Southwest Ranches, a municipal corporation, with principal offices located at 6589 SW 160th Avenue, Southwest Ranches, FL 33331 (the "TOWN") and Grubbs Emergency Services, LLC, a Nevada Limited Liability Corporation, with principle offices located at 17076 Helicopter Drive, Brooksville, FL 34604 (the "CONTRACTOR") for Secondary Debris Removal and Disaster Response/Recovery Services pursuant to RFP 11-004.

**ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS**

- 1.1 Agreement – means this document, Articles 1 through 12, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Council – The TOWN Council.
- 1.3 Contract Administrator – The Town Administrator, or the designee of such Town Administrator. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CONTRACTOR and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 Town Attorney – The chief legal counsel for the TOWN.
- 1.5 Project – The Project consists of the services described in Article 2.
- 1.6 Task Authorization – An enhanced description of a specific task.

**ARTICLE 2
SCOPE OF SERVICES**

- 2.1 It is the intent of this Agreement for CONTRACTOR to remove as quickly as possible all disaster generated debris from public property and public rights-of-way in order to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services. Clean up, demolition and removal will be limited to: (1) that which is determined to eliminate immediate threats to life, public health, and safety; (2) that which has been determined to

eliminate immediate threats of significant damage to improved public property (or private property when specifically authorized by TOWN), and; (3) that which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large. The Services shall consist of clean up, demolition, removal, reduction, and disposal of debris from TOWN streets, roads, and rights-of-ways, public property and facilities and any other facility or site as directed by the designated representative of the TOWN.

CONTRACTOR shall perform all work identified in this Agreement, and Exhibit "A" (RFP No. 11-004 – Debris Removal and Disaster Response/Recovery Services and Exhibit "B" (Grubbs Emergency Services, LLC Debris Removal and Disaster Response/Recovery Services Proposal dated [REDACTED]), both attached hereto and made a part hereof. The parties agree that the scope of services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary consideration and prerequisites, and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance of by CONTRACTOR impractical, illogical or unconscionable.

Prior to the commencement of the services, CONTRACTOR shall receive a Task Authorization from the Contract Administrator. Said Task Authorization shall include, but not be limited to the scope of work to be completed, a reasonable limit on the time for the work to be completed and a not to exceed dollar amount, and shall be approved and executed by the CONTRACT Administrator and the CONTRACTOR.

- 2.2 CONTRACTOR acknowledges and agrees that prior to commencement of any debris removal pursuant to this Agreement, attached Exhibits, attached hereto and made a part hereof, CONTRACTOR shall have all trucks and trailers, including those of subcontractors, to complete a TOWN safety inspection at a location designated by TOWN. The purpose of the inspection is to measure and certify for maximum load capacity, in addition to a general safety inspection of the vehicles. Any vehicles that do not pass the inspection cannot be used for the work required under this Agreement; however, nothing shall preclude the CONTRACTOR from having more than one inspection done on any given vehicle.
- 2.3 The parties acknowledge and agree that the TOWN will seek recovery of reimbursable expenses from the Federal Emergency Management Agency (FEMA) or other appropriate agencies, if applicable, and therefore the CONTRACTOR shall perform all services in accordance with FEMA guidelines.
- 2.4 The parties acknowledge that the TOWN from time to time may require assistance from CONTRACTOR in keeping debris generated by the increasing wind speeds, typically found in the outer bands of the hurricane, cleared from roadways prior to the forecast landfall of the eye-walls of a hurricane in and around the area. The TOWN may also desire to have the CONTRACTOR pre-stage equipment and personnel within the geographic boundaries of TOWN prior to landfall for their ready availability to begin emergency clearance of debris from roadways after the passage of the storm event and wind speeds fall below gale force or 40 MPH. Should the TOWN exercise an option for pre-staging, TOWN and CONTRACTOR shall undertake the required responsibilities pursuant to Exhibits "A" and "B", attached hereto and incorporated herein. The payment for Pre-Event Staging and Work shall be as designated in Exhibit "B", attached hereto and incorporated herein.

- 2.5 Ownership and Disposal of Debris: CONTRACTOR shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. CONTRACTOR acknowledges that it may be necessary to sweep and rake, as needed, after the collection of debris. All debris handled by CONTRACTOR shall become the property of CONTRACTOR upon collection. CONTRACTOR shall be responsible for the lawful disposal of all debris handled or transported. CONTRACTOR shall not use any disposal site not designated by the TOWN without written consent. Nothing shall preclude CONTRACTOR from recommending a disposal and reduction site to TOWN; however, prior to using any disposal and reduction site, CONTRACTOR shall obtain written consent from TOWN.
- 2.6 It is the intent of this Agreement for CONTRACTOR to provide disaster recovery technical assistance to TOWN, as required. This service shall include Program Management Assistance.
- 2.7 CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Task Authorization.
- 2.8 Permits and licenses necessary for the prosecution of the Services shall be secured and paid for by CONTRACTOR, at no cost to TOWN.
- 2.9 CONTRACTOR shall supervise and direct all Services. CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedures; however, CONTRACTOR shall not burn any materials without written consent of TOWN. If burning of materials is done, CONTRACTOR must first obtain applicable permits. CONTRACTOR will employ and maintain on the work site a trained and qualified supervisor(s), experienced in debris removal coordination with at least one year of experience, who shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor(s) by TOWN'S Authorized Representative shall be as binding as if given to CONTRACTOR. In addition, the TOWN and CONTRACTOR shall agree upon the number of supervisors to be assigned to designated worksites and functions.

The name(s) of the supervisor(s) will be supplied to the TOWN for each issuance of a Task Authorization through an attachment to this Agreement in the form of a Memorandum for the Record.

- 2.10 CONTRACTOR shall make multiple scheduled passes of each site, location or area impacted by the Event. The number and schedule of passes shall be determined through TOWN-CONTRACTOR consultation. It is TOWN'S intent that the CONTRACTOR shall make simultaneous passes as directed by TOWN and as many passes as TOWN may direct to complete the removal and lawful disposal of all natural disaster generated debris.
- 2.11 Work specified herein shall be measured by TOWN, according to U.S. Standard Measure and information provided by CONTRACTOR. The method of measurement and computation to be used to determine quantities of debris managed will be those generally recognized as conforming to good engineering practice. The principle method of measurement will be debris volume in cubic yards. Material measured in vehicles will be allowed at the full measured volume of the vehicle unless the inspector determines that a lesser volume has been loaded.

- 2.12 CONTRACTOR acknowledges and agrees that pursuant this Agreement, that CONTRACTOR is responsible for the protection of both public and private property. TOWN shall document property damage after notification from the property owner, or his/her agent, shall inspect and verify the damage and submit a verified claim to CONTRACTOR. CONTRACTOR shall use its best efforts to contact the property owner within twenty-four (24) hours of receipt of the verified claim. CONTRACTOR and TOWN shall agree that CONTRACTOR shall complete the resolution of the claim within fourteen (14) calendar days of receipt of the verified claim, unless CONTRACTOR and Contract Administrator agree to an extension of time, which extension must be verified in writing. CONTRACTOR shall provide a weekly written update of the progress on resolving all verified claims. Said update shall be submitted to the Contract Administrator.
- 2.13 CONTRACTOR may be requested to provide services related to demolition of structures. However, CONTRACTOR shall not demolish any structures without written authorization from the Town Administrator.
- 2.14 CONTRACTOR shall ensure that all persons employed by CONTRACTOR or any sub-contractor shall have proper identification as agreed to between TOWN and CONTRACTOR. However, any and all persons on the job must have proper identification prior to commencing work in TOWN.
- 2.15 CONTRACTOR acknowledges and agrees that the Contract Administrator may make changes that would increase, decrease, or otherwise modify the Scope of Services.
- 2.16 As stated previously, all work will be described by a Task Authorization form that will be signed by the Contract Administrator and shall describe the extent and limits of each task. No work shall be compensated that is not in accordance with and approved work authorization. The prescribed Task Authorization is attached as Exhibit "C", attached hereto and incorporated herein.
- 2.17 Any change to the Scope of Services must be accomplished by a written amendment, executed by both parties.

ARTICLE 3 TERM AND TIME PERFORMANCE

- 3.1. The term of this Agreement shall be for an initial period of five (5) years beginning on the date this Agreement is fully executed by both parties; however, this Agreement may be extended upon mutual agreement of the TOWN and the CONTRACTOR.
- 3.2 CONTRACTOR acknowledges and agrees to mobilize equipment and personnel to be within the TOWN to commence operations within four (4) hours after the issuance of the Task Authorization following the all-clear declaration in order to begin the push operation.
- 3.3 All duties, obligations, and responsibilities of CONTRACTOR required by this Agreement shall be completed no later than the deadlines established by the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.
- 3.4 CONTRACTOR shall not be employed or affiliated, in any way, with the debris monitoring contractor.

- 3.5 The pricing negotiated with CONTRACTOR shall remain firm during the term of this Agreement.

ARTICLE 4 COMPENSATION

- 4.1 The parties acknowledge that current FEMA guidelines require that all payments be based on time and material costs for work performed during the first 70 hours of actual work following a disaster event. Payment will only be made for debris that FEMA determines eligible, and only for work Contract Administrator and CONTRACTOR include in the Task Authorization, which shall include sufficient information on the scope of work necessary and the cost to complete the debris collection and disposal process. In the event CONTRACTOR's rates exceed FEMA rates, FEMA rates shall apply.
- 4.2 It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon the TOWN's obligation to compensate CONTRACTOR for its services related to this Agreement. The maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 4.3 CONTRACTOR expressly agrees that it will not be compensated for disposing of any material not defined as eligible debris. The term "eligible debris" shall have that meaning as given under 44 CFR 206.224 and as further defined in the FEMA Debris Management Assistance Policy Guidebook in effect at the time the services are delivered. CONTRACTOR and TOWN will inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility. No payment will be allowed for that load, and CONTRACTOR will not invoice TOWN for such loads. For each suitable load picked up, hauled, and processed, a record of the cubic yards shall be recorded by CONTRACTOR and numbered tickets shall be supplied to the TOWN by CONTRACTOR. Copies of each load record will be available to CONTRACTOR and TOWN'S designee on site.
- 4.4 Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. TOWN may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be returned to CONTRACTOR within five (5) working days of invoice date for additional clarification prior to payment of those tickets.
- 4.5 CONTRACTOR shall electronically submit a detailed summary spreadsheet and an invoice that includes, but is not limited to, the identification of each load, ticket number, date of service, location of pick-up and destination. The electronic summary shall be sent in the following format: PDF. This electronic summary shall be submitted to the Town Administrator and the TOWN's contracted monitoring firm as directed by the Contract Administrator.
- 4.6 CONTRACTOR shall submit invoices to TOWN on a regular basis and for no more than 30-day periods. The parties acknowledge that time is of the essence in the submission of the required invoices so that the TOWN's monitoring firm may verify the invoices and submit the required documentation to FEMA. Each invoice shall contain a detailed description of services, fees and itemized load tickets and shall be in the format provided by the TOWN.

The parties acknowledge that TOWN shall retain ten percent (10%) of each invoiced Task Authorization until the completion of the Task Authorization required under this Agreement. By way of example, if one invoice contains three Task Authorizations, the Town shall retain ten percent (10%) of each invoiced Task Authorization.

Invoices shall be submitted in duplicate with one copy to the TOWN's designated monitor for debris recovery services and an electronic copy on CD to the TOWN Administrator.

- 4.7 The TOWN shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.
- 4.8 Other than the fees set forth herein, the CONTRACTOR shall not be entitled to payment for expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

ARTICLE 5 TOWN OBLIGATIONS

- 5.1 TOWN shall furnish all information and documents necessary for the commencement of work, to include valid written Notices to Proceed. A representative will be designated by the TOWN to be the primary contact person for inspecting the work and answering any on-site questions prior to and after activation of this Agreement via a Task Authorization. TOWN, as required by Federal law and policy governing those specific operations, will provide inspectors for the monitoring of debris operations.
- 5.2 TOWN shall pre-designate necessary Temporary Debris Storage and Reduction Sites (TDSRS) either within the TOWN, or as designated by Broward County, for the sole purpose of the temporary storage and reduction of clean woody debris and construction and demolition materials. No other debris management operations will be allowed on these sites. CONTRACTOR shall operate the TDSRS and only CONTRACTOR vehicles and others specifically authorized by the TOWN will be allowed to use these sites. CONTRACTOR shall have a General Operation Plan that describes the operations CONTRACTOR expects to carry out at each site, i.e., materials handling, reduction, storage, recycling operations, equipment maintenance, etc. CONTRACTOR shall include provisions for air curtain burning at each site and also provisions for rodent control, noise abatement etc. TOWN and Broward County must approve any facilities used for air curtain burning.
- 5.3 TOWN may also establish homeowner drop-off sites for debris. CONTRACTOR shall be responsible for removing all debris from those sites.

ARTICLE 6 FEMA REIMBURSEMENTS

- 6.1 CONTRACTOR shall assist the TOWN in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHA) or designated local agencies, relating to costs arising out of debris management. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any

and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries. This service shall be provided, as required, at no additional cost to TOWN.

During the FEMA or FHA audit phases, CONTRACTOR shall make available all records related to the performance of the services under this Agreement.

ARTICLE 7 INSURANCE

7.1 Insurance Requirements

CONTRACTOR agrees that the TOWN, its Council Members, Officers, Agents and Employees will be listed as the certificate holder and included as an additional named insured by policy endorsement. Insurance companies selected, must be approved by the TOWN and be issued by a company duly authorized and licensed to do business in the State of Florida with a B+ to A++ minimum qualifications according to the latest edition of A.M. Best's Insurance Guide. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

Bert Wrains
Interim Town Administrator
Town of Southwest Ranches
6589 SW 160th Avenue
Southwest Ranches, FL 33331

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Throughout the term of this Contract, CONTRACTOR and/or all subcontractors or anyone directly or indirectly employed by either of them, shall maintain in force at their own expense, insurance as follows:

7.2 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and all applicable federal laws.

7.3 Comprehensive General Liability

Commercial General Liability insurance with limits not less than \$2,000,000.00 combined single limit, Bodily Injury and Property Damage Liability including coverage for premises and operations; independent contractors; products and completed operations' broad form property damage; broad form contractual coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement that will in the Contract; personal injury coverage with employment and contractual exclusions removed and deleted. The policy of insurance shall be written in an "occurrence" based format.

7.4 Comprehensive Automobile Liability Insurance

Comprehensive Automobile Liability Insurance is required for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of work in the amount of no less than \$2,000,000.00 combined single limit, for bodily injury and property damage liability, per occurrence.

7.5 Excess/Umbrella Liability Insurance

Excess/Umbrella Liability Insurance with a minimum of \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate.

7.6 Lapse

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until TOWN receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, TOWN may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

7.7 Indemnification

To the fullest extent permitted by the laws of the State of Florida, CONTRACTOR shall be required to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including attorney's fees and costs, arising out of or alleged to have arise out of or in consequence of the operations or services furnished by the CONTRACTOR or his sub-contractors, agents, officers, employees or independence contractors pursuant to this Agreement, specifically including, but not limited to those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or his bus-contractors, agents, servants or employees in the performance of the operations of services under this Agreement.

7.8 Performance & Payment Bond

CONTRACTOR acknowledges and agrees that pursuant this Agreement, that CONTRACTOR is responsible for obtaining all required adequate payment and performance bonds, as required by Federal and State law. CONTRACTOR shall provide TOWN with evidence of the required Bonds within five (5) days of the execution and value of the Task Authorization. If the value of the Task Authorization increases, CONTRACTOR agrees to increase the Bond amount, accordingly. In the event that CONTRACTOR fails to obtain a Bond that is acceptable to both the State and Federal government, and if the Town does not receive Federal or State reimbursements as a result of CONTRACTOR's Bond, CONTRACTOR shall provide the TOWN with such reimbursement.

ARTICLE 8 TERMINATION

8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within fourteen (14) calendar days after written notice from the aggrieved party identifying the breach, or for convenience by the TOWN upon no less than thirty (30) days

written notice. This Agreement may also be terminated by Contract Administrator upon such notice, as the Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health and safety. An erroneous termination for cause shall be considered a termination for convenience.

- 8.2 Termination of this Agreement for cause by TOWN shall include, but not be limited to, negligent, intentional or repeated submission for payment of false or incorrect bills or invoices, failure to continuously perform work in a manner calculated to meet or accomplishes the objectifies as set forth in this Agreement, or multiple breach of this Agreement which has a material adverse effect on the efficient administration of the Project notwithstanding whether any such breach was previously waived or cured. Repeated failure to supply the goods and services shall be cause-in-need for the TOWN to procure in the open market goods/services meeting or similar to those specified in the Agreement and obligate the CONTRACTOR to pay the TOWN any increase in costs occasioned thereby.
- 8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 8.4 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed to the date the Agreement is terminated; however, upon being notified of TOWN's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that ten (\$10.00) dollars of the compensation to be paid to TOWN, the receipt and adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for TOWN's right to terminate this Agreement by convenience.
- 8.5 In the event this Agreement is terminated, any compensation payable to TOWN shall be withheld until all documents are provided to TOWN pursuant to Section 12.1.

ARTICLE 9 SUBCONTRACTING

- 9.1 CONTRACTOR shall, to the extent practicable, give priority to utilizing resources in TOWN and surrounding areas, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.
- 9.2 Subcontractors
 - A. CONTRACTOR shall not sub-contract more than 70% of the total work to be performed. CONTRACTOR shall be fully responsible to the TOWN for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it. CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts, which reflect the termination provisions that the TOWN may exercise over the CONTRACTOR under this Agreement.

- B. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and TOWN. CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by TOWN upon activation of the Agreement.
- C. CONTRACTOR shall not use a subcontractor or material supplier against whom the TOWN has a reasonable objection to, and shall to the extent practicable subcontract with local firms currently doing business within TOWN. All subcontractors will operate in strict accord with all local, state, and federal laws governing this type of work.
- D. The above notwithstanding, the TOWN reserves the right to reject the use of any specific subcontractor. CONTRACTOR shall provide a listing of the name(s) of the subcontractor to the Contract Administrator within two (2) business days of commencement of work by subcontractor(s). The CONTRACTOR acknowledges and agrees that the subcontractor shall be held to the same standards as the CONTRACTOR.

**ARTICLE 10
FEDERAL-AID REQUIREMENTS**

10.1 Contractor shall comply with the following basic federal-aid requirements that must be followed for emergency repair projects and permanent restorations projects. These requirements apply to all state and local agency contracts for both emergency and permanent restoration types of projects. These agency contracts cannot be waived just because there is a State or FEMA emergency declaration.

10.2 Federal Highway Administration Emergency Relief Program:

- A. The parties acknowledge that from time to time, if applicable, the TOWN may seek reimbursement involving the Federal Highway Administration (FHWA) Emergency Relief Program funds. CONTRACTOR acknowledges that, if applicable, CONTRACTOR will be required to adhere to additional requirements that include:
 - (1) Compliance with Davis-Bacon wage rates, including the wage rate tables, incorporated herein by reference and available at <http://www.dastateil.us/construction/wage/htm>;
 - (2) Coordination with the State of Florida Department of Transportation to assure compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969;
 - (3) Compliance with all requirements of the Americans with Disabilities Act of 1990 (ADA), the regulations of the Federal government issued thereunder, and assurance by the Local Government pursuant thereto;
 - (4) Compliance with the Federal "Buy America Requirements", a copy of which is attached hereto and incorporated herein as Exhibit "D";
 - (5) Required contract provisions for Federal-Aid Construction Contracts (FHWA-1273), attached hereto and incorporated herein as Exhibit "D";

- (6) Compliance with CFR Part 26, Disadvantaged Business Enterprise Program including the requirement to report monthly on the Equal Opportunity Reporting System on the website found at www.bipincwebapps.com/bizwebflorida; and
- (7) Compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief Construction projects.

The parties acknowledge that the current agreement between the parties is strictly for debris removal work and that the Davis-Bacon and related acts (DBRA) provisions do not apply; however, pursuant to the requirements of FHWA, these provisions are required to be incorporated as part of this Agreement for if and when they would become applicable. Therefore, FHWA-1273 is attached hereto and incorporated herein as Exhibit "D".

- B. In accordance with FHWA-1273, the CONTRACTOR acknowledges and agrees that thirty percent (30%) of the work must be performed with its own forces.
- C. In addition to the above, there are additional procedures necessary to receive reimbursement from FHWA for disaster recovery services on "On-System" and "Off-System" roadways as summarized in the Scope of Services. The CONTRACTOR acknowledges and agrees that it is knowledgeable of these requirements, incorporated as part of the Florida Department of Transportation Contract Nos. Z4004-RO and Z4007-RO, and shall adhere to same as amended from time to time.
- D. CONTRACTOR acknowledges and agrees to adhere to all requirements of the Federal Emergency Management Agency (FEMA) and that it is knowledgeable of the applicable requirements and guidelines. CONTRACTOR shall adhere to these requirements, as amended from time to time.

ARTICLE 11 SPECIAL CONDITIONS

- 11.1 Time being of the essence to this Agreement, the parties agree and acknowledge that the TOWN shall suffer damages in the event that the CONTRACTOR fails to complete the performance of its obligations under each Task Authorization that has been issued pursuant to this Agreement within the time set forth in such Task Authorization and that the TOWN's damages are not readily ascertainable as of the date of this Agreement. Therefore, if the CONTRACTOR fails to achieve completion of the scope of work set forth in a certain Task Authorization within the timeframe set forth in such Task Authorization, including TOWN authorized extensions to such timeframe, if any, the CONTRACTOR shall be obligated to pay to the TOWN, as liquidated and agreed damages, and not as a penalty, the amount of \$1,500.00 per day, from the expiration of the timeframe set forth in such Task Authorization, including TOWN authorized extensions to such timeframe, until completion of the scope of work of such Task Authorization. The CONTRACTOR expressly agrees that the TOWN shall have the right to deduct any amounts due for liquidated damages from any and all sums that may be due to the CONTRACTOR under the subject Task Authorization or any other Task Authorization that has been issued pursuant to this Agreement

11.2 CONTRACTOR shall not enter upon private property for any reason without obtaining permission, and CONTRACTOR shall be responsible for the preservation of all public and private property, along and adjacent to the work site(s) and shall use every precaution necessary to prevent damage and injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work, or in consequence of the non-execution thereof on the part of CONTRACTOR, CONTRACTOR shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing or rebuilding or otherwise restoring, as may be directed by the Town Administrator, or he shall make good such damage or injury in an acceptable manner.

11.3 All of CONTRACTOR'S equipment used for this Agreement shall be:

- A. In good operating condition and provided with all needed maintenance to sustain this condition for the duration of the Agreement, subject to inspection and approval by the TOWN.
- B. Properly registered and insured in accordance with the Motor Vehicle Laws of Florida and in compliance with all federal, state, and local safety regulations. For vehicles that are registered in another state, CONTRACTOR shall provide proof of registration, if requested by TOWN and shall ensure compliance with all federal, state and local safety regulations.
- C. All loading equipment shall be operated from the road, street, or right-of-way using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the defined roadway/shoulder section unless directed by the TOWN. If operation of equipment shall be required outside of the right-of-way in private areas TOWN will provide Right-of-Entry agreements executed with the property owner prior to CONTRACTOR work being authorized. No tracked equipment shall be operated on any paved or improved roadway surface.
- D. Prior to commencing operations, CONTRACTOR shall affix to each piece of equipment, signs or markings indicating the Owner/Operator's name and a unique identification number. One sign shall be placed on each side of the equipment. For trucks, trailers and other equipment intended to haul debris, the maximum volume of cubic yards of the load bed shall be shown. Signs shall be maintained in an easily readable fashion for the duration of the work hereunder. Minimum letter size shall be three (3) inches in height.
- E. All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. The sideboards must be constructed of 2" x 6" boards or greater and may not extend more than two (2) feet above the metal bed sides. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle shall be re-measured and re-marked. All extensions to the bed are subject to acceptance or rejection by the TOWN Inspector.
- F. CONTRACTOR shall use mechanical equipment to local and reasonably compact debris into the trucks and trailers. A list of approved equipment shall be submitted to the TOWN.

- 11.4 CONTRACTOR shall return all staging and process areas to pre-event condition or better at no additional cost to TOWN.
- 11.5 CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated work areas during the term of this Agreement.
- 11.6 CONTRACTOR shall be responsible for properly and adequately securing debris within each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided and used by CONTRACTOR to prevent materials from falling or being blown from the bed.
- 11.7 CONTRACTOR shall mitigate the impact of operations on local traffic to the fullest extent practicable. CONTRACTOR is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDSRS. CONTRACTOR shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable federal, state and local laws, regulations and ordinances governing personnel, equipment and work place.
- 11.8 CONTRACTOR shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow. Work shall be performed seven (7) days per week. CONTRACTOR shall work during the hours of 7 a.m. to 10 p.m. Monday through Friday and 8 a.m. to 10 p.m. on weekends and holidays unless otherwise directed by TOWN Administrator or his designee. Unless directed otherwise, volumetric reduction operations at temporary debris storage and reduction sites shall be conducted on a twenty-four (24) hour, seven (7) day basis.
- 11.9 Inspection Stations:
- A. CONTRACTOR shall construct and maintain inspection stations and towers at the entry point for each TDSRS and disposal area. These stations will be the points of load volume verification by TOWN. CONTRACTOR acknowledges and agrees that the stations and towers shall be operational within 3 calendar days of the Notice to Proceed. The parties acknowledge and agree that a scissor lift may be acceptable in lieu of construction of the inspection stations and towers.
 - B. The trip tickets for debris hauling will be completed upon arrival of debris trucks at the inspection station. CONTRACTOR shall make all necessary arrangements with private disposal operators to facilitate the posting of a TOWN inspector/monitor on-site for the duration of debris disposal operations. Minimum required standards for the inspection station shall include an inspection tower with desks and chairs for at least two (2) persons, one of whom will be a representative of TOWN.
 - C. At the conclusion of the debris removal process, CONTRACTOR shall remove the structure.
 - D. CONTRACTOR shall provide and maintain portable sanitary facilities at each inspection station.
- 11.10 Hazardous Materials:

- A. CONTRACTOR shall set aside and reasonably protect any hazardous materials encountered during debris removal operations. CONTRACTOR shall notify the TOWN of the nature and location of any such debris encountered.
 - B. CONTRACTOR shall not transport hazardous materials to the landfills that are not specifically authorized to accept such materials. However, CONTRACTOR will be responsible for proper handling and storage of any hazardous materials brought to the TDSRS and provide a suitable area at each TDSRS to accommodate such hazardous materials. The area shall be lined with impervious material and surrounded with berms or other containment structures to contain potential leakage.
 - C. TOWN recognizes that construction and demolition debris might contain small amounts of asbestos, lead-based paints, or similar materials. These materials may be handled in the same manner as other debris when they constitute less than twenty percent (20%) of a load of debris destined for a TDSRS. Any load containing more than twenty percent (20%) shall be taken directly to a properly permitted Class 1 landfill authorized to receive such hazardous waste.
- 11.11 CONTRACTOR shall not move abandoned vehicles that interfere with debris removal operations. CONTRACTOR shall instead report the location of such vehicles to the Broward Sheriff's Office located in the TOWN.
- 11.12 CONTRACTOR shall make daily reports to TOWN to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names and address blocks where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed of.
- 11.13 All materials delivered to the TDSRS shall be separated by category such as vegetative materials, construction and demolition debris, white goods, recyclable/salvageable materials, and hazardous and toxic waste.
- 11.14 CONTRACTOR shall provide a safe working environment.

ARTICLE 12 MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys and other data and documents provided or created in connection with this Agreement shall be deemed to be "works made for hire" and are and shall remain the property of TOWN. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become property of TOWN and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

12.2 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

12.3 PUBLIC ENTITY CRIME ACT

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

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

12.4 INDEPENDENT CONTRACTOR

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

12.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement

12.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR TOWN:

Bert Wrains
Interim Town Administrator
Town of Southwest Ranches
6589 SW 160th Avenue
Southwest Ranches, FL 33331

With a Copy to Town Attorney
Keith Poliakoff, Esq.
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

FOR CONTRACTOR:

John Grubbs
Grubbs Emergency Services, LLC
17076 Helicopter Drive
Brooksville, FL 34604

12.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement unless approved in writing by Contract Administrator. CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services. CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner, and in compliance with FEMA Regulations and FEMA Guidelines regarding safety. CONTRACTOR shall provide a safe working environment, including properly constructed monitoring towers. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of TOWN shall be comparable to the best local and national standards.

12.8 CONFLICTS

Neither CONTRACTOR, nor its employees, shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in anyway from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

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

12.9 MATERIALITY AND WAIVER OF BREACH

TOWN and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

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

12.10 COMPLIANCE WITH LAWS

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

12.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

12.12 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.13 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 12 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 shall prevail and be given effect.

12.14 JURISDICTION. VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit and venue for litigation arising out of this Agreement shall be in such state courts. By entering into this Agreement, CONTRACTOR and TOWN hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

12.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Contract Administrator.

12.16 PRIOR AGREEMENTS

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

12.17 DRUG-FREE WORKPLACE

It is a requirement of TOWN that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Florida Statute 287.087. Execution of this Agreement by CONTRACTOR shall serve as CONTRACTOR's required certification that it either has or that it will establish a drug-free work place in accordance with Florida Statute 287.087.

12.18 NO INTEREST

Any monies which are the subject of a dispute regarding this Agreement and which are not paid by TOWN when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by CONTRACTOR.

12.19 INCORPORATION BY REFERENCE

The attached Exhibits "A," "B," "C" & "D" are incorporated into and made a part of this Agreement.

12.20 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

12.21 CONTINGENCY FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.22 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

12.22 NON-EXCLUSIVITY

CONTRACTOR acknowledges and agrees that the services to be provided under this Agreement shall be on a non-exclusive basis, and that the TOWN will be issuing Task Authorizations to multiple vendors, in the Town's sole discretion.

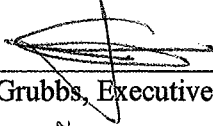
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: GRUBBS EMERGENCY SERVICES, LLC and THE TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action, on the 3rd day of Oct, 2011.

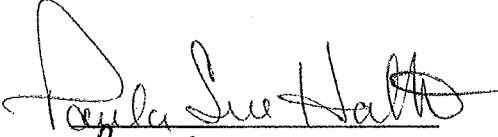
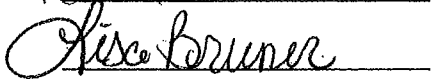
WITNESSES:

CONTRACTOR:

GRUBBS EMERGENCY SERVICES, LLC

By: 
John Gary Grubbs, Executive Manager

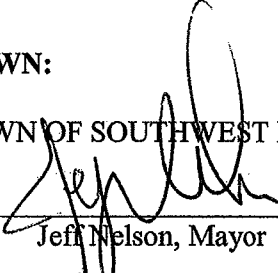
26 day of Sept 2011

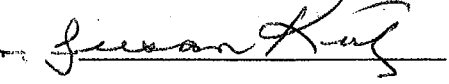

WITNESSES:


TOWN:

TOWN OF SOUTHWEST RANCHES

By: 
Jeff Nelson, Mayor

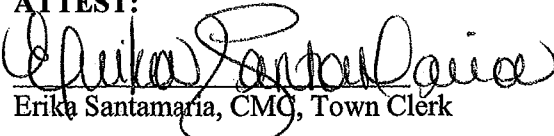
3rd day of October 2011

By: 
Bert Wrains, Interim Town Administrator

3rd day of October 2011

ATTEST:


Erika Santamaria, CMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

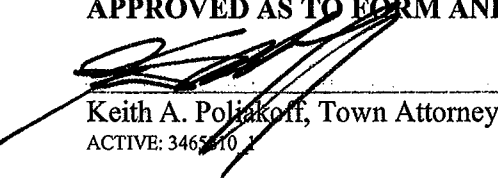

Keith A. Poliakoff, Town Attorney
ACTIVE: 3465810

EXHIBIT "A"

**RFP No. 11-004
Town of Southwest Ranches**

Debris Removal and Disaster Response/Recovery Services RFP

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS (RFP) NO: 11-004



REQUEST FOR PROPOSALS (RFP) 11-004
DEBRIS REMOVAL AND DISASTER
RESPONSE/RECOVERY SERVICES

Date: March 18, 2011

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

ALL INTERESTED PARTIES:

The Town of Southwest Ranches, Florida, hereinafter referred to as TOWN, will receive sealed Proposals at the office of the Town Clerk, Attention: Juanita Romance, Deputy Town Clerk, Town Hall, 6589 SW 160 Avenue, Southwest Ranches, Florida 33331, (954) 434-0008, for furnishing the services described below:

**DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY
SERVICES – RFP No. 11-004**

Proposals, clearly marked: "Debris Removal and Disaster Response/Recovery Services, RFP No. 11-004" must be received by the Deputy Town Clerk, either by mail or hand delivery, no later than **11:00 AM** local time on **Wednesday, April 20, 2011**. A public opening will take place at or after 11:00 AM in the Town's main conference room located at Town Hall on the same date. Facsimile or email submittals will not be accepted. Proposals submitted in pencil will also not be accepted. Any Proposals received after 11:00 AM local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

Copies of the RFP may be obtained by e-mail at jromance@swranches.org; at Town Hall, Office of the Town Clerk, 6589 SW 160 Avenue or by calling (954) 434-0008.

The Town reserves the right to reject any and all proposals, to waive minor irregularities, or to take such action as it may deem to be in its best interest.

TOWN OFFICIALS

Jeff Nelson, Mayor

Freddy Fisikelli, Vice Mayor

Steve Breitreuz, Council Member

Doug McKay, Council Member

Gary Jablonski, Council Member

Charlie H. Lynn, AICP, Town Administrator

Debra Doré-Thomas, CMC, Town Clerk

Keith M. Poliakoff, Town Attorney

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GENERAL INFORMATION

OBJECTIVE OF THIS RFP

The Town of Southwest Ranches is seeking proposals for debris removal and disaster response/recovery services. ***Debris removal program is a comprehensive effort to ensure that storm related debris waste is managed from "cradle to grave:" from the moment it is picked up; while it is transported, treated, or stored; until it is finally re-used or disposed of in a safe manner.*** The Town does not have a Public Works Department and therefore needs to outsource these services. Without adequate debris removal and disaster response/recovery services, public health and safety, and immediate economic recovery may be at serious risk without these services in place. Due to the resulting destruction brought about from severe storms and man made disasters, more than one vendor may be needed to provide services. Accordingly, if an award of services is made pursuant to this RFP, the services shall be provided on a "non-exclusive" basis, and in the event of an emergency, the Town may utilize the services of other vendors as may be deemed necessary in the Town's sole discretion. The Town is looking for vendors with expertise, personnel, materials, equipment, transportation, capacity, supervision, permits, and licenses to provide all storm related debris or related services, on an as-needed basis. A primary vendor shall be selected for declared events and potential secondary and tertiary vendors may be selected for either declared and/or non-declared events.

Objectives include:

1. Swift coordination of the movement of external resources of people, services and information, to assist the Town of Southwest Ranches in managing any natural or man-made disaster, hazardous material spill or terrorist attack.
2. Efficient and effective recovery within the required recovery time objective, with regard for the health, safety and well being of the Town's residents.
3. Effective communication from field crews to administrative staff to perform debris removal and disposal services, from the TDSRS (Temporary Debris Staging and Reduction Sites) to the final disposal site, with proper documentation to ensure maximum reimbursement benefits from the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), or other governmental agencies.

The Town is looking for contractors to perform contracted services in a professional manner and in compliance with all applicable laws, ordinances, rules, regulation and permits.

The Town of Southwest Ranches is located in Broward County (Greater Fort Lauderdale) Florida. The Town is a 13-square-mile rural enclave within urban South Florida.

RFP OFFICIAL CONTACT

Upon release of this RFP, all vendor communications concerning the overall RFP shall be directed to the Deputy Town Clerk as RFP Coordinator listed below. Unauthorized contact regarding this RFP with other Town employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the Town. Vendors should rely only on written statements issued by the RFP Coordinator.

Juanita Romance, Deputy Town Clerk

6589 SW 160 Avenue

Southwest Ranches, FL 33331

Jromance@southwestranches.org

INQUIRY AND RESPONSE REQUIREMENTS

Copies of the RFP may be obtained by e-mail at jromance@swranches.org; at Town Hall, Office of the Town Clerk, 6589 SW 160 Avenue; or by calling (954) 434-0008.

Completed Proposals shall be submitted by sealed envelope or box and clearly marked:
"Debris Removal and Disaster Response/Recovery Services - RFP No. 11-004"

No later than 3:00 PM April 6, 2011, all questions regarding this RFP must be submitted in writing to the Deputy Town Clerk, either via e-mail at jromance@swranches.org or via facsimile at (954) 434-1490. All responses to questions or requests for clarification will be sent to prospective proposers which have notified the Town of an interest in the project, by e-mail, facsimile, and in the form of an addendum if deemed necessary by the Town. It is the responsibility of interested firms to verify whether there are any addendums to this RFP prior to submission of proposals in accordance herewith. The proposer's certification form shall be signed by an authorized company representative, dated and returned with this RFP.

Proposers are hereby notified that they shall not rely upon oral representations or discussions with the Town, including its staff or consultants. Only those communications issued by the Town, which are in writing, may be considered as duly authorized expression. Also, only communications from proposers that are signed, in writing, and timely submitted, will be recognized by the Town as duly authorized expressions on behalf of the proposer. Proposals that are not timely received shall not be considered by the Town.

Addendums

All proposers must signify to the Town that any and all addendums have been received by the proposer.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

Cone of Silence - A cone of silence is hereby imposed and made applicable to this RFP. The cone of silence shall become effective from the time this RFP is advertised, and shall terminate at the time that the Town Council makes a final decision regarding a contract award, rejects all responses, or takes other action which ends the RFP process. During the effective time period of the cone of silence, any person or entity which submits a response, or that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the Town Council or the Selection Committee relative to this RFP, except as may be required during such presentations or interviews which may be conducted. NOTE: Proposers who violate the cone of silence shall be subject to automatic disqualification from further consideration.

PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

Note: The Town reserves the right to adjust this schedule as necessary.

Milestone	Date
Release RFP to Vendors	Friday March 18, 2011
Vendor Questions (if any) Due	Wednesday April 6, 2011 @ 3:00 PM
Proposal Responses Due	Wednesday April 20, 2011 @ 11:00 AM
SC Meeting	TBD
Presentations by Vendors, if necessary	TBD

PROPOSAL SUBMISSION

All respondents must follow these specific instructions when submitting your proposal.

Due Date:	Proposals must arrive at the Town of Southwest Ranches, Office of the Town Clerk, no later than April 20, 2011 at 11:00 AM . No proposals will be accepted after the opening date and time referenced above, and will be returned, unopened, to the respondent. All proposals and accompanying documentation will become the property of the Town.
Number of Copies:	A total of 8 paper copies (1 unbound original and 7 bound copies) and 1 CD electronic copy (pdf) of the vendor's proposal, in its entirety, must be received as specified above. The Town will not accept facsimile, electronic mail responses or responses in pencil.
Address for Submission:	Town of Southwest Ranches Debris Removal and Disaster Response/Recovery Services Office of the Town Clerk, Attn: Juanita Romance, Deputy Town Clerk 6589 SW 160 Avenue Southwest Ranches, FL 33331

PROPOSAL REQUIREMENTS

The proposal should include sections on background of the person/firm, recent related experience and other qualifications, references and price structure.

- A. **Qualifications:** The proposers are required to submit a signed affidavit or affirmation that they represent the person or firm and have the full authority to submit the RFP proposal and to bind the person or firm to the terms contained in the RFP. (See Appendices)
1. Proposers must identify the key personnel who would work within the Town in a recovery project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, Proposer should provide a listing of each person's qualifications, education, experience, etc.
 2. Proposers should address the following questions:
 - a. Where are your subcontractors located? How many subcontractors do you presently have under Contract? Can you provide a list of your subcontractors? What is the Contractor's method of communication with subcontractors?
 - b. Does your firm have other personnel/resources available in other parts of the U.S. that could be called in for (management) support if needed? How will you document for the FHWA that 30% of the work must be performed with your own work force?
 - c. Do you own your own equipment or would you have to primarily rely on subcontractors to provide them? What types of equipment do you own or have access to? Please provide an equipment list specifying type of equipment and age. Where is your equipment located?
 - d. What is your procedure for checking your employees' backgrounds? What background information or qualifications do you require from your subcontractors and their staff? Define your company's training requirements and staffing qualifications required.
 - e. What is your damage claims process and repair procedure?
 3. List past experience, clients, year, name of disaster, debris quantity, length of operation, etc. to provide an overview of your debris removal experience.
 4. Provide three (3) references specific to debris removal and disposal services.
 5. Describe your damage claim resolution process and timeline for completion of repair.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

- B. **Scope of Services:** A description of the proposed work program to achieve the requested service level is described in Requested Services Section of this RFP. Contractor shall agree to provide services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits.
1. Do you provide services full-time, year-round?
 2. Describe how your firm typically gathers together the necessary resources when notified of a disaster?
 3. How would you determine the length of your disaster debris cleans up and recovery services for the Town?
 4. Describe your record keeping process for FEMA and FHWA reimbursements. How often would information be communicated from the street personnel to your administrative staff? How would you ensure accuracy of those reports? What is your method of backup in case of lost information?
 5. The Proposer shall submit as part of their proposal an Emergency Response Plan describing the step-by-step approach to preparation, response and recovery. The plan should contain a summary of pre-event communications, option for a pre-event stand-by crew, damage assessment (via helicopter flyover if requested), establishment of the Temporary Debris Staging and Reduction Site (TDSRS), the "ramping up" and dispatching of crews, and other resources to complete the recovery services for the Town.
 6. Include in your Emergency Response Plan for the Town the response activities starting at 12 hours past disaster occurrence or all clear notification, 24 hours past, 48 hours past, 72 hours past, and 96 hours past.
 7. Value added services: The Proposer is encouraged to propose value added services over and above the standard debris removal operations such as a customer service and damage claims hotline, mobile command units, and helicopter fly over for damage assessment and other cutting-edge technology.
- C. **Schedule of Fees:**
Contractor shall bear all of its own operating costs and is responsible for all permit, license fees, insurance and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.

TOWN OF SOUTHWEST RANCHES, FLORIDA
 DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
 RFP No. 11-004

1. Fees should be provided by unit cost. ***"Cradle to grave" unit price contracts are recommended for debris so that costs for reduction, hauling, disposal, site management and collection are easier to track and separate for the FHWA and FEMA portions. The price for managing debris represents the cost from cradle to grave unless otherwise noted.***

2. Hourly fees should be provided, to establish fees for potential additional work, if any.

3. All rates shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with equipment and personnel.

Item	Description of Services	Unit	Cost
1	Emergency road clearance (PUSH) including machinery and operator (see Note 3)	Hourly	\$
2	Management, Site Restoration and Closure of TDSRS based on cubic yards hauled in by Contractor or other than Contractor (see Note 2)	Cubic Yard (CY)	\$
3	Removing vegetative debris from public property and rights of way and hauling to TDSRS, 0 – 10.9 one way miles	CY	\$
4	Removing vegetative debris from public property and rights of way and hauling to TDSRS, 11 – 30 one way miles	CY	\$
5	Removing vegetative debris from private roadways and central collection points within the private community and hauling to TDSRS, 0 – 10.9 one way miles	CY	\$
6	Removing vegetative debris from private roadways and central collection points within the private community and hauling to TDSRS, 11 – 30 one way miles	CY	\$
7	Chipping debris on public property and rights of way and hauling mulch directly to final disposal site, 0 – 10.9 one way miles (see Note 1)	CY	\$
8	Chipping debris on public property and rights of way and hauling mulch directly to final disposal site, 11 – 30 one way miles (see Note 1)	CY	\$
9	Chipping debris from private roadways and central collection points within the private community and hauling mulch directly to final disposal site, 0 – 10.9 one way miles (see Note 1)	CY	\$
10	Chipping debris from private roadways and central collection points within the private community and hauling mulch directly to final disposal site, 11 – 30 one way miles (see Note 1)	CY	\$
11	Chipping debris at the TDSRS based on cubic yards hauled into the TDSRS by Contractor or other than Contractor	CY	\$

TOWN OF SOUTHWEST RANCHES, FLORIDA
 DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
 RFP No. 11-004

12	Mulch loading, hauling of chipped debris from the TDSRS to final disposal site, 0 – 30 one way miles, and dumping for final disposal all vegetative debris generated from grinding/chipping operations (see Note 1)	CY	\$
13	Removing construction and demolition debris, white goods, mixed debris, or non burnable items, from public property, and rights of way and hauling to TDSRS, 0 – 10.9 one way miles	Ton	\$
14	Removing construction and demolition debris, white goods, mixed debris, or non burnable items, from public property, and rights of way and hauling to TDSRS, 11 – 30 one way miles	Ton	\$
15	Removing construction and demolition debris, white goods, mixed debris, or non burnable items, from private roadways and central collection points within the private community and hauling to TDSRS, 0 – 10.9 one way miles	Ton	\$
16	Removing construction and demolition debris, white goods, mixed debris, or non burnable items, from private roadways and central collection points within the private community and hauling to TDSRS, 11 – 30 one way miles	Ton	\$
17	Processing of C&D debris, white goods, mixed debris or non burnable items at TDSRS and hauling to final disposal site. (see Note 1)	Ton	\$
18	Removing hazardous waste from public property and rights of way and hauling to TDSRS, 0 – 10.9 one way miles	LB	\$
19	Removing hazardous waste from public property and rights of way and hauling to TDSRS, 11 – 30 one way miles	LB	\$
20	Removing hazardous waste debris from private roadways and central collection points within the private community and hauling to TDSRS, 0 – 10.9 one way miles	LB	\$
21	Removing hazardous waste debris from private roadways and central collection points within the private community and hauling to TDSRS, 11 – 30 one way miles	LB	\$
22	Processing of hazardous waste at TDSRS and hauling to final disposal site. (see Note 1)	LB	\$
23	Removing leaning trees and hanging limbs to include machinery and operators, limbs greater than 2" in diameter	Per tree	\$
24	Removing leaning trees and hanging limbs to include machinery and operator, limbs equal to or less than 2" in diameter	Per tree	\$
25	Burning debris at TDSRS and disposal of ash based on cubic yards hauled into the site (Vendor responsible for burn permit)	CY	\$
26	Extracting and hauling of stumps, 6" to 11.99" in diameter	Stump	\$
27	Extracting and hauling of stumps, 12" to 23.99" in diameter	Stump	\$
28	Extracting and hauling of stumps, 24" to 47.99" in diameter, including backfill	Stump	\$
29	Extracting and hauling of stumps, 48" or larger in diameter, including backfill	Stump	\$
30	Hauling cost per miles beyond 30 miles	CY/Mile	\$

TOWN OF SOUTHWEST RANCHES, FLORIDA
 DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
 RFP No. 11-004

31	Reduction of stumps 24" to 47.99" in diameter by grinding at TDSRS	Stump	\$
32	Reduction of stumps 48" or larger in diameter by grinding at TDSRS	Stump	\$
33	Stump grinding, 0 to 23.99" (in place)	Stump	\$
34	Stump grinding, 24" to 47.99" (in place)	Stump	\$
35	Stump grinding, 48" to 83.99" (in place)	Stump	\$
36	Stump grinding – great than or equal to 84" (in place)	Stump	\$
37	Grinding of roots emanating from stumps	Per ft	\$
38	Removal and hauling of unattached stumps from public rights of way or private communities, 24" to 47.99" to the TDSRS	Stump	\$
39	Removal and hauling of unattached stumps from public rights of way or private communities 48" or larger to the TDSRS	Stump	\$
40	Collection of plastic bags containing vegetative debris and other loose debris from public rights of way and hauling to TDSRS		\$
41	Pre-event staging (loader with grapple and operator, pick up truck and driver, tandem axle dump truck with driver, 2 men with chain saws	Per crew Per hour	\$
42	Pre-event staging per diem per person	Per day	\$
43	Usage of helicopter with pilot for damage assessment	Per hour	\$
44	Generators, 100 kw	Per wk	\$
45	Generators, 350 kw	Per wk	\$
46	Generators, 600 kw	Per wk	\$
47	Freon management and recycling	EA	\$
48	Traffic Barricades	EA	\$

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TOWN OF SOUTHWEST RANCHES, FLORIDA
 DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
 RFP No. 11-004

Item	EQUIPMENT DESCRIPTION	UNIT	UNIT PRICE
1	JD 544 Wheel Loader with debris grapple	Hour	\$
2	JD 644 Wheel Loader with debris grapple	Hour	\$
3	Extendaboom Forklift with debris grapple	Hour	\$
4	753 Bobcat Skid Steer Loader with debris grapple	Hour	\$
5	753 Bobcat Skid Steer Loader with bucket	Hour	\$
6	753 Bobcat Skid Steer Loader with street sweeper	Hour	\$
7	30-50 HP Farm Tractor with box blade or rake	Hour	\$
8	2-2 ½ cu. Yard Articulated Loader with bucket	Hour	\$
9	3-4 cu. Yd. Articulated Loader with bucket	Hour	\$
10	JD 648E Log skidder, or equivalent	Hour	\$
11	CAT D4 Dozer	Hour	\$
12	CAT D6 Dozer	Hour	\$
13	CAT D8 Dozer	Hour	\$
14	CAT 125-140 HP Motor Grader	Hour	\$
15	JD 690 Trackhoe with debris grapple	Hour	\$
16	JD 690 Trackhoe with bucket and thumb	Hour	\$
17	Rubber Tired Trackhoe with debris grapple	Hour	\$
18	JD 310 Rubber Tire Backhoe with bucket and hoe	Hour	\$
19	Rubber Tired Excavator with Debris Grapple	Hour	\$
20	210 Prentiss Knuckleboom with debris grapple	Hour	\$
21	Self-Loader Scraper Cat 623 or equivalent	Hour	\$
22	Hand Fed Debris Grinder	Hour	\$
23	300-400 Tub Grinder	Hour	\$
24	800-1,000 HP Diamond Z Tub Grinder	Hour	\$
25	30 Ton Crane	Hour	\$
26	50 Ton Crane	Hour	\$
27	100 Ton Crane (8 Hour Minimum)	Hour	\$
28	40-60' Bucket Truck	Hour	\$
29	Service Truck	Hour	\$
30	Water Truck	Hour	\$
31	Portable Light Plant	Hour	\$
32	Equipment Transports	Hour	\$
33	Pickup Truck, unmanned	Hour	\$
34	Single Axle Dump Truck, 5-12 Cu. Yd.	Hour	\$
35	Tandem Dump Truck, 16-20 Cu. Yd.	Hour	\$
36	Trailer Dump Truck, 24-40 Cu. Yd.	Hour	\$
37	Trailer Dump Truck, 61-80 Cu. Yd.	Hour	\$
38	Power Screen	Hour	\$
39	Stacking Conveyor	Hour	\$
40	6 Wheel Drive Heavy Off Roads Trucks	Hour	\$

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

NOTES:

1. Where applicable, Contractor will pay tipping fee at final disposal site and bill Town at cost.
2. Must include detail of services provided, including site security and pest control.
3. The Contractor shall provide an hourly time and material rate for the performance of work for the most expensive seventy (70) hours or first "Push"/"Pass" phase following a disaster event, in accordance with FEMA guidelines.
4. Contractor must follow FEMA reimbursement guidelines in regards to all debris removal and disposal, including but not limited to hangers, leaners and stumps.

SELECTION AND EVALUATION PROCEDURES

SELECTION PROCESS

At the opening date and time referenced above, the Deputy Town Clerk will publicly open and read aloud the names of all respondents, as well as any other information regarding individual submittals that may be deemed necessary by the Town. All respondents are invited to attend the opening.

The Town will evaluate all proposals utilizing a Selection Committee (SC) process. The SC will evaluate and rank the proposals received in accordance with this RFP and the Town's procurement code. The SC may require an interview or presentation to assist them in their evaluation of the services and prices being offered. The ranking shall be based upon the Evaluation Criteria set forth below. The final award shall be made by the Town Council to the responsive, responsible proposer whose proposal is determined, in writing, to be the most advantageous to the Town, taking into consideration the Evaluation Criteria. Proposals shall include a fully completed Schedule of Fees form as set forth in this RFP, and be organized to provide information and references required by this RFP and relevant to the Evaluation Criteria. In the event that the Selection Committee determines that presentations from the proposers are necessary, the time for each presentation shall be established by the Selection Committee, which shall be followed by an opportunity for questions and answers.

Evaluation Criteria

Items 1 through 4 shall be weighted using the following percentage basis of evaluation for the proposals:

1. Fee Structure- 40 percent
2. Background and experience of firm - 30 percent
3. Training level, including ability and skill of the individuals to perform the work required and any licenses, certifications or other educational achievement(s) of the individuals of the firm- 10 percent
4. Business references, inclusive of the quality of performance of previous work, responsiveness, fairness and timeliness- 20 percent

GENERAL TERMS

1. **Town Rights:** Town reserves the right to accept or reject any and all of the Proposals and items in the proposal, as well as the right to waive non-material irregularities and technicalities.

Town reserves the right to reject all Proposals as well as waive non-material irregularities and technicalities and to re-advertise the services which is described in this Request for Proposals (RFP), with or without changes in the scope of the services or in the specifications for the services.

Town shall become the owner of any applicable work product and other documents, if any prepared by the Contract Provider, and such will be turned over to the Town upon completion of services. Use of previously mentioned items that are property of the Town may not be used in other non-related services without the prior consent from the Town.

Town reserves the right and hereby notifies proposers that all information submitted will be available for public inspection after opening of Request for Proposals (RFP) in compliance with Chapter 119 of the Florida Statutes (Public Records Laws).

2. **Sworn Statement as to Public Entity Crimes:** Each proposer shall be required, pursuant to Section 287.133 (3)(a), Florida Statutes, to execute a "Sworn Statement on Public Entity Crimes" (Form FUR 7068) and include it with their proposal. By executing this sworn statement, the proposer is affirmatively stating that neither it nor an affiliate (as defined in the Florida statutes) has been

convicted of a public entity crime and that it is not barred from entering into an agreement with the Town. The proposer further acknowledges that any misstatement or misrepresentation of fact, lack of compliance with the Florida Statutes or subsequent conviction of a public entity crime shall result in the agreement being null and void and/or subject to immediate termination by the Town. In the event of such termination, the Town shall not incur any liability for any work or materials furnished by the proposer when functioning as an agent for the Town. (See Appendices)

3. **Withdrawal of Proposal:** The proposer may withdraw the proposal, one-hundred and twenty (120) calendar days after the opening date and time of the original proposal, if no award or rejection of all proposals is made.
4. **Confidential Information:** Proposers are hereby notified that all information submitted a part of, or in support of the proposal will be available for public inspection after opening of the Request for Proposals (RFP), in compliance with State "Public Records Law".
5. **Insurance:** The successful proposer shall secure and maintain, at its own expense, and keep in full force and effect during the full duration of the contract, a policy or policies of insurance with the following coverages and minimum limits of liability.

A. Comprehensive General Liability with the following minimum limits of liability:

\$2,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$2,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

- 1) Premises and Operations;
- 2) Independent Contractors;
- 3) Products and Completed Operations;
- 4) Broad Form Property Damage;
- 5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement that will be in the Contract;
- 6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

- B. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Proposer in the performance of work with the following minimum limits of liability:

\$2,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

- C. Workers Compensation- of an amount which fully complies with the statutory requirements of the State of Florida and all applicable federal laws.

- D. Excess/Umbrella Liability Insurance with the following minimum limits of liability:

\$5,000,000 Liability per occurrence

\$5,000,000 Aggregate

Service Provider agrees that the Town of Southwest Ranches will be listed as the certificate holder and included as an additional named insured by policy endorsement. Insurance companies selected must be acceptable to the Town and be issued by a company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability

B+ to A++

Any exception to the above-stated limits or other requirements must be endorsed and approved, in writing, by the Town Administrator of the Town of Southwest Ranches.

6. **Indemnification:** To the fullest extent permitted by the laws of the State of Florida, the successful proposer shall be required to indemnify, defend, save and hold harmless the Town, its officers, agents, and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including attorney's fees and costs, arising out of or alleged to have arisen out of or in consequence of the operations or services furnished by the successful proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to the contract, specifically including, but not limited to those caused by or arising out of any act, omission, negligence or default of the successful proposer and/or his subcontractors, agents, servants or employees in the performance of the operations of services under the contract.

7. **Contract:** The Contractor selected for the award will be required to enter into a written contract containing such terms and conditions acceptable to the Town. The written contract shall include, but not be limited to, provision for termination of the agreement by the Town for convenience, indemnification of the Town, prohibitions of sub-contractors unless approved in writing by the Town Administrator and other terms and conditions typically included in the Town's service contracts and as acceptable to the Town Council.

The term of the contract shall be for a period of 5 years, and which may be extended for an additional period of 3 years upon mutual agreement of the Town and the contractor. The Contract shall be prepared by the Town, and shall incorporate the terms of this RFP and the successful proposal.

RFP AMENDMENTS

The Town reserves the right to change the acquisition schedule or issue amendments to the RFP at any time. The Town also reserves the right to cancel or reissue the RFP.

VENDOR'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the Town.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES OR IRREGULARITIES

The Town reserves the right to reject any or all proposals, to waive any minor irregularities as well as the right to waive non-material irregularities and technicalities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Town.

PROPOSAL VALIDITY PERIOD

Submission of a proposal will serve as a verification by the proposer that all information submitted is true and correct, and that the price terms will remain valid and in effect for at least the first year of the Contract term. There may be an annual adjustment in pricing based on CPI.

REQUESTED SERVICES

Disaster Response and Recovery Services

The Town of Southwest Ranches, Florida is seeking proposals from reputable, qualified, licensed contractors to provide response and recovery services in the aftermath of any disaster. The successful Contractor must have extensive experience providing debris removal services from public property and public rights-of-way, a wide network of resources to successfully coordinate the movement of personnel, equipment, information and timely and accurate record keeping capabilities to ensure maximum reimbursement benefits from the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA) or any other governmental agency.

The Contractor's services shall consist of, but not be limited to, clean up, demolition, removal, reduction, recycling, and lawful disposal of debris from Town streets, roads, rights-of-ways, public property and any other facility or site as required by the Town's designated representative. Contractor shall also provide technical guidance and consultation before, during and after any disaster and shall provide administrative support, a project manager, field supervisors, Maintenance of Traffic Plans (MOT), operators, drivers and field workers as well as the proper vehicles, equipment, and tools to ensure a successful debris removal and recovery operation.

Emergency push, debris removal and demolition of structures will be limited to:

1. That which is determined to eliminate immediate threats to life, public health and safety;
2. That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and
3. That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

Debris Removal

The Contractor shall recommend for the Town's approval the method and manner of debris removal, reduction, and lawful disposal that provides the greatest efficiency of operations, while displaying high regard for the health, safety and well being of the Town's residents. The Contractor shall provide and bear all of the costs for all labor, subcontractors, tools, equipment, transportation, supervision and all other services necessary to execute and complete the recovery operation. Contractor shall be responsible for the removal of bulky debris and leaving the public rights-of-way clean and free of items that may impede traffic, and if required, using blowers and rakes to push small debris out of the roadways.

The Contractor shall provide a plan to address the pre-staging of equipment within the Town limits or nearby, to facilitate the immediate commencement of work after extreme weather conditions. The Contractor shall provide vehicles and equipment that are "ready to go", properly registered, and insured.

The Contract shall be prepared by the Town, and shall incorporate the terms of this RFP, and the successful proposal.

The Contractor shall be responsible for the protection of public and private property during the course of work. The Contractor shall have an established claim resolution program. Contractor will be required to provide weekly updates to the Town of the progress on resolving all verified claims.

The Contractor shall be familiar with and have working knowledge of "eligible debris" as given under 44 Code of Federal Regulation (CFR) 206.223 and 206.224 and as further defined in the FEMA Debris Management Guide.

The Contractor shall have the means to electronically submit a detailed summary spreadsheet and invoice of the debris collected that includes the identification of each load, ticket number, date of service, location of pick up and destination. The Contractor shall make daily reports to the Town to detail the progress of the debris removal program. Such reports will include a description of all areas where work was done, detailing the street names and address blocks where debris removal has been completed.

Emergency Push/Road Clearance:

Contractor shall accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified and directed by the Town. This operational aspect of the scope of contracted services shall be for the first 70 hours on time and materials (not to exceed 70 hours) after mobilization of 100% of the resources. Once this task is accomplished, the following tasks will begin as required.

Right-of-Way (ROW) Removal:

Contractor shall remove all debris from ROW when directed to do so by the Town. Contractor shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Should any property be damaged due to the negligence on the part of the Contractor, the Town may either bill the Contractor for the damages or withhold funds due to the Contractor. The determination of whether "negligence" has occurred shall be made by the Town.

Right-of-Entry Removal:

Contractor will exercise due diligence in removing ROW debris from private property, as authorized and directed by the Town if debris poses an immediate threat to life, public health and safety. Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made to mark these utilities, but the Town does not warrant that all utilities will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting Contracted Services.

Demolition of Structures (if implemented by the Town):

Contractor will remove structures designated for removal by and at the direction of the Town, in a timely manner as determined by the Town.

Private Property Waivers:

The Town will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties, if approved by the Town Council or if FEMA approves for financial reimbursement of private roads. The Town understands that this does not include private yards. This references private roads or development entryways in need of 1st push/pass debris removal.

Disaster Recovery Technical Assistance:

Contractor will provide Disaster Recovery Technical Assistance to officials within the Town and to designated staff members to assist local government with guidance and consultation on all aspects of the recovery process.

Public Works Functions:

Contractor will provide any type of public works function required by the Town either prior to or immediate after a storm event. This may include, but not be limited to, erecting barricades, and other traffic control devices or providing additional generators, etc.

Federal Highway Administration Emergency Relief Program

The Town may seek reimbursement involving the Federal Highway Administration (FHWA) Emergency Relief Program funds. The Contractor should be familiar with these guidelines and prepare work crews to meet the requirements that include but are not limited to:

1. Coordination with the State of Florida Department of Transportation to assure compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969;
2. Compliance with all requirements of the Americans with Disabilities Act of 1990 (ADA), the regulations of the Federal Government issued thereunder; and assurance by the Local Government pursuant thereto;
3. Compliance with the Federal "Buy America requirements";
4. Required contract provisions for Federal-Aid Construction Contracts (FHWA-1273)
5. Compliance with CFR Part 26, Disadvantaged Business Enterprise Program including the requirement to report monthly on the Equal Opportunity Reporting System on the website found at www.dot.state.fl.us/equalopportunityoffice and
6. Compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief Construction projects.
7. To the extent applicable, compliance with Davis-Bacon Wage Rates, including the wage rate tables, available at www.dot.state.fl.us/construction/wage.shtm.

The Contractor shall describe the intended compliance with FHWA 1273 as it applies to Equal Employment Opportunity (EEO), records and reports, subletting or assignment of Contract, and other particulars found in the law. The requirements of FHWA 1273 will be incorporated as part of an Agreement between the Town and the Contractor.

In addition, the Contractor should be aware of FHWA regulations applicable to "On-System" and "Off-System" roadways. The Contractors shall assign crews to ensure that work on system roadways are distinguishable, and facilitate documentation suitable for reimbursement by the FHWA. The Contractor should be knowledgeable of these and other requirements, as issued by the Florida Department of Transportation.

Professional Expertise

The Contractor shall provide a professional staff with the knowledge, skills and training to manage the disaster recovery services efficiently and effectively. The staff provided to the Town shall have extensive knowledge of the FEMA and FHWA regulations and reimbursement requirements. Contractor shall assist the Town in completing any and all forms necessary for reimbursements from any local, state, or federal agencies, related to costs arising out of debris management. This may include, but not be limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiation and replies to any and all agency denial or inquiries. This service shall be provided, as required, at no additional cost to the Town.

Strategic Plan

The Contractor shall execute a plan of recovery operations for the Town within 12 hours of when a notice to proceed is communicated from the designated Town official. Said plan shall estimate the amount of debris, the forecast as to the number of crews to be in place by the end of the first week of debris removal, the estimated number of cubic yards to be collected, and the date for reaching 95% of the Town cleaned up. Said plan shall also address the removal of leaning trees, hanging limbs and stump removal.

Communication

It is essential that the Town have strong partnerships to carry out their mission to the satisfaction of the Town. The Contractor and sub-contractors shall have a mutual understanding of the key objectives set forth by the execution of the contract. Communications shall not be hindered by incompatible equipment and differing communications styles.

Laws and Regulations

It shall be understood and agreed that any and all services, materials and equipment provided by the Contractor shall comply fully with all local, state, and federal laws and regulations.

Permits

The Contractor shall secure and pay for any permits and licenses during the execution of this contract.

Temporary Debris Storage Sites

The Contractor shall be responsible for the overall operation of the Temporary Debris Storage and Reduction Sites (TDSRS) for the sole purpose of the temporary storage and reduction of clean woody debris, construction and demolition materials or other mixed waste. It will be the responsibility of the Contractor to provide the Town with documentation that the final "grave" site for reduced debris is EPA approved for the type of debris. The Contractor shall also be responsible for site restoration, site closure, and remediation should it be necessary per environmental requirements.

Notwithstanding anything in this RFP to the contrary, it shall be the Contractor's responsibility to perform services in accordance with applicable Federal, State and local laws and regulations, and so as to not jeopardize FHWA and/or FEMA funding or reimbursements to the Town.

INTENTIONALLY LEFT BLANK

Proposer's Forms, (Offeror's Certification)

OFFEROR'S CERTIFICATION WHEN OFFEROR IS AN INDIVIDUAL

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2011.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

Town/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2011.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

Town/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____

_____,
2011, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION WHEN OFFEROR IS A PARTNERSHIP

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2011.

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Printed Name of Partner

Witness

Business Address

Town/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
2011, by _____ (Name), _____ (Title) of _____

(Name of Company) who is personally known to me or who has produced _____

as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION
WHEN OFFEROR IS A CORPORATION OR LIMITED LIABILITY COMPANY

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2011.

Printed Name of Corporation or LLC

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

Address of Corporation or LLC

By _____
Secretary

Town/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
_____ 2011, by _____ (Name), _____ (Title) of
_____ (Name of Company) on behalf of the corporation or LLC,
who is personally known to me or who has produced _____ as identification
and who did (did not) take an oath.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

Sworn Statement – PUBLIC ENTITY CRIMES

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

- _____
- and (if applicable) its Federal Employer Identification Number (FEIN) is _____
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
- (i). A predecessor or successor of a person convicted of a public entity crime; or
 - (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____

Personally known _____

Produced Identification _____
(Type of Identification)

Notary Public - State of _____

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

EXHIBIT "B"

Grubbs Emergency Services, LLC

Proposal to Provide

Debris Removal and Disaster Response/Recovery Services to the Town of Southwest Ranches

Dated 

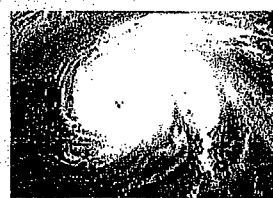
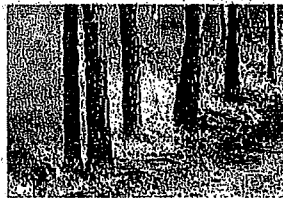


 ORIGINAL

**Debris Removal and Disaster Response/Recovery Services RFP
No. 11-004**

**Town of Southwest Ranches Deputy Town Clerk
6589 SW 160 Avenue
Southwest Ranches, FL 33331**

DATE: Wednesday, April 20, 2011 11:00 am



17076 Helicopter Dr.

Brooksville, Florida 34604

Office 352..796.7127

Fax 352..797.7598

Contact: Gary Grubbs 352.279.9222

ggrubbs@grubbses.com

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- Grubbs Staff Training

SECTION THREE – REFERENCES

- Reference questions and answers
- Project Profiles
- Past Experience

SECTION FOUR – SCOPE OF SERVICES AVAILABLE

- Scope of Services Available questions and answers
- Disaster Response Action Plan
- Mobilization Plan
- Debris Management Plan
- Grubbs Data base and Ticket Copies

SECTION FIVE – PRICE PROPOSAL AND REQUIRED DOCUMENTS

- Proposal Pricing
- Letter and Insurance Certificates
- Offeror's Certification
- Public Entity Crimes
- Certified Resolution

SECTION ONE – SCOPE OF SERVICES

- **Introductory Letter**
- **Addendum one and two**



April 19, 2011

Town of Southwest Ranches
Deputy Town Clerk
6589 SW 160 Avenue
Southwest Ranches, FL 33331

RE: Debris Removal and Disaster Response/Recovery Services RFP No. 11-004

Dear Sir/Madam,

Grubbs Emergency Services is pleased to submit its Request for Proposal in response to the Town of Southwest Ranches bid for Debris Management services. As required by the General Provisions of this RFP, we submit to the Town that all terms and conditions of the RFP are understood and acknowledged by the undersigned:

Mr. John G. Grubbs
Grubbs Emergency Services, LLC
17076 Helicopter Drive
Brooksville, FL 34604

Also included in our submittal are one (1) original unbound and seven (7) copies of our technical proposal as well as one (1) copy of the technical proposal (PDF version) on a CD as requested.

Our understanding of the services required for this bid include but are not limited to post storm cleanup, demolition, removal, reduction, and disposal of debris resulting from a disaster. In addition, technical program management, coordination with local, state and federal agencies including interaction and problem resolution with FEMA officials shall be supported as well as any associated training/table top exercises as directed by the Town.

At Grubbs Emergency Services, we understand the need to get the local economy in a recovery mode as soon as possible. We mobilize our crews to commence cleanup within six hours of the storm passing. Within 24 hours, we present an event-specific detailed operations plan. The same resources are on the job until the mission is complete, including restoration of all processing sites. Our goal is to help restore the lives of the citizens as quickly as possible. Having mobilized in response to 150 "Notice to Proceed" activations, the Grubbs team has expertise working with the FEMA Public Assistance program and can facilitate Eligible Damages Identification, Scope of Work documentation and Status Report preparation as needed to ensure maximum reimbursement.

The foundation of our success is due in part to our proprietary Debris Management Documentation system. The internet-based system surpasses all data management systems that are currently available through FEMA. Working with GES, the client is granted twenty four/seven access to the system. Utilizing an internet connection, and a secure password, the

client has immediate access to all work in progress. Moreover, same day reporting of all work-related activity is available. The software application provides access to invoices, daily haul summaries, and truck certifications and associated documentation in spreadsheet and database reporting formats. In addition, scanned images of all documents are stored on secure servers. The system allows for complete documentation review from "push" through "close out", easing the client's burden of meeting stringent FEMA requirements.

All work associated with this RFP shall be under the direct supervision of Mr. Gary Grubbs who has spent the last 17 years addressing emergency response and recovery efforts. He is supported by a team of folks who are trained to deal with storm response and recovery challenges and who have a proven track record. Of note, key personnel who will be assigned to this contract have been in my employ for over 10 years. The team at Grubbs Emergency Services, LLC looks forward to establishing a partnership with the Town of Southwest Ranches. If there are any questions regarding this proposal, please give me a call. I thank you in advance for your consideration of our submittal.

Sincerely,



John G. Grubbs
Executive Manager
Grubbs Emergency Services, LLC
17076 Helicopter Drive
Brooksville, Florida 34604
(352) 796-7127 Office
(352) 797-7598 Fax
ggrubbs@grubbses.com

Enclosures

DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

ADDENDUM #1

STATEMENT RECEIVED:

FEMA 325 Part 1 Chapter 2 has a paragraph entitled "Additional Contract Requirements" that is drawn from 44 CFR Part 13_36 (h) (Stafford Act Regulations). The basic requirement is that all such contracts must contain several provisions that are designed to protect the Town should the contract be activated. The first requirement is that the bids must be accompanied by a 5% bid bond. Secondly, upon notice to proceed being issued, the contractor must provide 100% payment and performance bonds. Third, the contract must contain a provision for termination of the contract at the pleasure of the Town other than "for cause". Fourth, the provision for emergency road clearance is a time and materials provision which must clearly limit such operations to 70 hours and contain a "not to exceed" cost provision. This cost provision is not written in stone and can be modified after the event based on actual requirements.

Further, U.S. 27 and Interstate 75 are key concerns. While we understand that FDOT has primary responsibility for initial clearance and first pass debris removal, it is apparent from reading the RFP that the Town may not wish to be delayed in their recovery by waiting for DOT to get there. If the intent is to have the hired contractor provide these services on any federally assisted roads, the contract must specify that Form 1273 from the FHWA is required and that the contractor must follow said guidelines. Secondly, all such work performed on federally assisted roadways must be separately tracked and invoiced.

In the cost proposal, there are several issues that will require attention. Items 5, 6, 9, 10, 15, 16, 20 and 21 all involve debris removal services from private roads and/or collection points within private communities. These are generally not permitted services under FEMA 325 and the Town will not be reimbursed. There are instances where private roads are eligible for reimbursement. However, the Town must contact FEMA, in writing, regarding each private road for which consideration is requested. In order to qualify under the Public Assistance Grant Program (FEMA 321, 322 and 325), the Town must provide services which can be documented and accompany the request for waiver of exclusion. Most typically, these services include water, sewer, garbage collection, fire and police protection, recycling services etc. If these can be documented, FEMA will undoubtedly approve reimbursement. However, the Town needs to address these issues now rather than wait for an event when chaos abounds at FEMA Region IV. For private gated communities, FEMA will generally allow removal of the debris if placed on the public rights of way. They will generally not approve entry into the gated communities to remove centrally deposited debris.

For Items 23 and 24, leaning trees are eligible if they are at least 6" in diameter as measured 4-1/2 feet (54") above the ground. They are a separate pay item separate from hanging limbs. (Please refer to the references and FEMA 9580.201 Attachment 2 (Recommended price schedule). Pricing is by size gradation as you have provided in the Items on your schedule ie 6" to 11.99"; 12" to 24" etc.

DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

For item 24, FEMA 321, 322 and 325 require that the branch be at least 2" in diameter as measured within 4" of the break in order to receive reimbursement. As such, this pay item will not be eligible for reimbursement.

For Items 26 and 27, the references require that eligible stumps must be a minimum of 24" in diameter as measured 24" above the ground. The items listed here will not be eligible under that criteria. All stumps under 24" are hauled as vegetative debris if loose. Extraction is not authorized and will not be reimbursed.

For Items 33 to 36, FEMA will not reimburse for these services as there are not eligible under any phase.

For Items 38 and 39, unattached stumps are hauled at the vegetative rate established earlier. The volume for each stump is determined by measuring the stump diameter and cross referencing that figure to the stump conversion table located in FEMA 325.

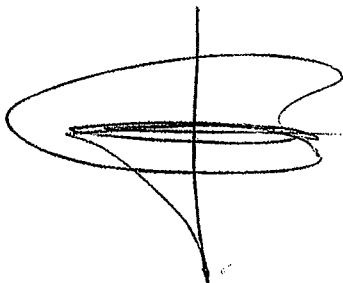
For Item 40, vegetative debris in containers or plastic bags must be hauled under the C & D rate. Under FEMA 325, vegetative loads can contain zero "0" other debris. C & D loads can contain up to 10% vegetative. In this instance, the debris will have to be unloaded and the bags collected as C & D.

RESPONSE:

"Thank you for your informative statements. We have reviewed the email and will certainly be taking your comments into consideration as we proceed with developing a future contract. Should your company wish to bid on this RFP or have any specific questions related to the RFP, please let us know by the advertised deadlines. Thank you again and have a great day."

**Juanita Romance
Deputy Town Clerk**

March 28, 2011

A handwritten signature in black ink, appearing to be 'Juanita Romance', written over a horizontal line. The signature is stylized and somewhat abstract, with a vertical line extending upwards from the center and a curved line extending downwards from the right side.

**DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004**

ADDENDA #2

QUESTION: Does Southwest Ranches have an existing contract for Debris Removal and Disaster Response/Recovery Services? If yes, can the current contract pricing or a bid tabulation be provided?

ANSWER: Yes, the current contract was awarded from a piggy back. Upon request, a copy will be provided.

QUESTION: Does Southwest Ranches have designated Temporary Debris Staging and Reduction Site?

ANSWER: The Town does not have an assigned Temporary Debris Staging and Reduction Site.

QUESTION: In the "Notes" on page 13, Item 1. "Where applicable, Contractor will pay tipping fee at final disposal site and bill Town at cost". Since this is a pass-thru item, my assumption is that the tipping fees should not be included in the Description of Services line item pricing? Please clarify?

ANSWER: The tipping fee should not be included in the Description of Services line item pricing.

QUESTION: Will the contractor be required to submit a bid bond?

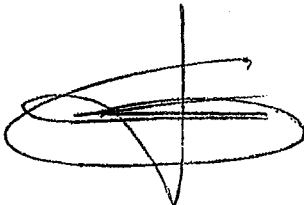
ANSWER: A bid bond was not required in this RFP. Should the requirement for a bid bond change, an additional addendum will be issued.

QUESTION: Will the contractor be required to submit performance and payment bonds?

ANSWER: A performance bond was not required by this RFP. Should the requirement for a performance bond change, an additional addendum will be issued.

**Juanita Romance
Deputy Town Clerk**

April 12, 2011



SECTION TWO – FIRMS QUALIFICATIONS

- **Affidavit of Affirmation**
- **Key Personal and Resume**
- **Qualification Question and
Answers**
- **Sub-Contractor List**
- **Project Management and
Resources**
- **FEMA Public Assistance
Program Coordination**
- **Equipment Inventory List**
- **Grubbs Staff Training**

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

OFFEROR'S CERTIFICATION
WHEN OFFEROR IS A CORPORATION OR LIMITED LIABILITY COMPANY

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this
15 day of April, 2011.

Grubbs Emergency Services, LLC

Printed Name of Corporation or LLC

Nevada

Printed State of Incorporation

By: 

Signature of President or other authorized officer
Executive Manager

(CORPORATE SEAL)

John Gary Grubbs

Printed Name of President or other authorized officer

ATTEST:

17076 Helicopter Drive

Address of Corporation or LLC

By _____
Secretary

Brooksville FL 34604

Town/State/Zip

352-796-7127

Business Phone Number

State of Florida

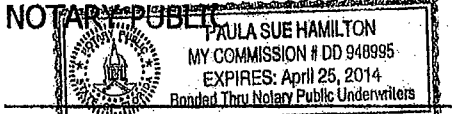
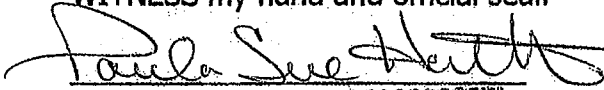
County of Hernando

The foregoing instrument was acknowledged before me this 15 day of April
2011, by John G Grubbs (Name), Executive Manager (Title) of

Grubbs Emergency Services, LLC (Name of Company) on behalf of the corporation or LLC,
who is personally known to me or who has produced personally Known as identification
and who did (did not) take an oath.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

WITNESS my hand and official seal.



(Name of Notary Public: Print, Stamp,
or type as Commissioned)

KEY PERSONNEL

SENIOR MANAGEMENT TEAM

Gary Grubbs Senior Management Consultant with twenty three years of project management and construction experience. Mr. Grubbs directs large-scale debris management and recovery operations with revenues ranging from \$100,000 to \$28,000,000 dollars. He negotiates with federal and state funding arms on behalf of local and state governments affected by natural and man-made disasters. To ensure compliance with FEMA eligibility requirements, Mr. Grubbs serves as a liaison between the unit of government (client) and Federal and State agencies and has directed over 30 projects during 12 Presidential Disaster Declaration. He managed operations for 43 separate Florida applicants ranging from Coconut Creek south to Key West during the 2005 Hurricane season and 43 separate Florida applicants ranging from Jacksonville south to Key West and west to Punta Gorda during the 2004 Hurricane season. As a general contractor, he directed all aspects of heavy civil construction, demolition as well as the emergency services business sector projects. Other expertise includes property development, rock mine operations and road building.

Colonel USA (Ret) Robert M. Carpenter is President of Grubbs Emergency Services, LLC. He has responsibility for the management of disaster recovery operations and is the liaison between the client, GES staff and its subcontractors. Serving in various leadership positions throughout a twenty five year career with the Army Corp of Engineers, Bob's record of performance in problem solving, crisis management and deployment operations has resulted in an enhanced disaster responsiveness and focus for GES. He is a Certified General Contractor in Florida and has a Professional Engineer license in Florida and Virginia.

R. Victor "Vic" Taglia is Chief Manager at Grubbs Emergency Services, LLC. As a Senior Financial Executive with thirty two years of financial, accounting and audit experience in the construction, manufacturing and emergency response business sectors, he manages and audits all client/contractor financial transactions for the company.

PROJECT MANAGERS

Kelly Underwood, Vice President of Operations brings project management expertise that includes a wide variety of disaster response initiatives including recovery from tornadoes, ice storms, floods, tropical storms, and hurricanes. Most recently, he served as project manager for the Town of Lady Lake tornado recovery effort. He managed operations for 23 separate Florida applicants ranging from Coconut Creek south to Key West during the 2005 Hurricane season and 43 separate Florida applicants ranging from Jacksonville south to Key West and west to Punta Gorda during the 2004 Hurricane season.

R. Victor "Vic" Taglia is Chief Manager at Grubbs Emergency Services, LLC. As a Senior Financial Executive with thirty two years of financial, accounting and audit experience in the construction, manufacturing and emergency response business sectors, he manages and audits all client/contractor financial transactions for the company.

J.R. Gray is a Field Supervisor at GES. Mr. Gray's duties include overseeing and supporting the day-to-day operations of all active projects. He is responsible for ensuring that crews and monitors are knowledgeable with respect to their job responsibilities and that they are abiding by FEMA guidelines. He conducts tailgate sessions and safety meetings with subcontractors,

KEY PERSONNEL

identifies temporary debris staging and reduction sites and monitors operations to ensure all work efforts are completed in an orderly and timely manner.

On-Call Project Managers are employed by GES during storm season as well as during specific recovery efforts on an as-needed basis. The vast majority of our seasonal staff are former United States Army or state/federal emergency management employees who receive annual training regarding new FEMA directives as well field protocols that have been implemented to enhance customer service.

Mike Cope is a senior project manager at GES who supports all field operations and who has been a member of the GES team for over 5 years. Mr. Cope has specific project responsibilities that include; initial planning efforts following deployment, assistance with damage assessments, with Senior Managers to develop overall strategies for debris operations. Mr. Cope also participates heavily in procurement and marketing efforts to assist Applicant's following spontaneous events such as tornadoes, flash flooding, etc. Mr. Cope's experience with guiding prospective Applicant's through the Public Assistance Grant Program has been paramount in many responses to disaster events.

Ronnie Richardson supports field operations as a senior project manager and has worked all recovery projects over the last 10 years for GES. Mr. Richards is a constant presence in field operations and is very experienced in conflict resolution regarding operational and regulatory matters. Mr. Richards "hands on" approach to operations has earned him the highest level of respect from his peers in the industry. Mr. Richards recently had specific oversight for the certification of over 1000 haul units for GES operations in the City of Houston following Hurricane Ike. Mr. Richards was required to liaison between our subcontractor's and the monitoring firm to expedite the massive amounts of documentation associated with this effort. Under Mr. Richard's leadership, we not only met our goals in this effort but finished the project well ahead of schedule.

John Richardson serves as Project Manager and Governmental Affairs liaison for GES. Mr. Richardson's responsibilities include cultivating relationships with local, state and federal agencies and departments to ensure optimal communication lines are established with all emergency response personnel. His responsibilities also include day-to-day field operations oversight, identification and staging of TDSR sites, conducting safety meetings and tailgate sessions with subcontractors, and resolution of issues associated with cleanup protocols, EHS regulatory compliance.

BUSINESS SUPPORT SERVICES

Sharon Kevin Pardue is Business Development Director who came to Grubbs Emergency Services in 2006 from a Florida Public Utility. She is a former Environmental Management professional with hazardous materials, site contamination and natural resource experience. She is responsible for business development, contract administration/management, RFP response as well as Client Relations.

Todd Reed is Controller at Grubbs Emergency Services, LLC. Mr. Reed oversees day-to-day financial operations for GES and is responsible for accounts payable and receivable, bank

KEY PERSONNEL

reconciliations, job costing, credit card accounts management, sales/excise tax, internal audits support, client account reconciliation and IT support.

Paula Sue Hamilton serves as Subcontractor Manager for GES. Ms. Hamilton ensures that all subcontractors are pre-qualified which includes background checks, ensuring appropriate insurance coverage is in place as well as executing subcontract agreements and proper pay rate documentation following field negotiations, communicating pertinent information to the datacenter resulting from field operations and other subcontractor management functions. Ms. Hamilton has also served as a field supervisor. When GES is in a non-response mode, Ms. Hamilton assists with proposal development and asset management of GES in-house equipment.

Blaise Grubbs is the Data Center Manager who is responsible for the day-to-day management of the proprietary debris management documentation system. Working with our clients, she and her staff process all paperwork associated with the recovery effort and ensures 24/7 client access to all work in progress such as daily haul summaries, invoices, truck certifications and associated documentation in database and spreadsheet reporting formats.

JOHN "GARY" GRUBBS
17076 Helicopter Drive
Brooksville, Florida 34604
(352) 796-7127
ggrubbs@grubbses.com

PROFILE

Mr. John G. Grubbs is a senior consultant and construction company owner who lead numerous disaster relief operations and heavy civil construction projects in the southeast U.S. He successfully operated and built his business to achieve annual revenues of \$70-80 million dollars over the past 30 years. During this timeframe, Mr. Grubbs acquired, built, operated and/or managed asphalt plants (2), a concrete block manufacturing plant, a concrete plant and limestone rock mines (2). As the business grew, he supplied large quantities of base-rock and asphalt to companies in Hernando, Citrus and Pasco Counties. Of note, is the contract he secured to supply rock and asphalt for the Suncoast Parkway project which resulted in millions of dollars worth of revenues for his company.

In 1993, following the "No Name Storm" event which significantly impacted Hernando County, Mr. Grubbs identified a business opportunity that facilitated disaster recovery initiatives for municipal governments dealing with the aftermath of natural and man-made disasters. He created an "Emergency Services Division" and marketed the concept of pre-event emergency response contracts which are currently employed throughout the country by many communities. Additionally, Grubbs pioneered the establishment of a proprietary debris documentation system as well as debris management approaches that have become industry standards.

Under his guidance and oversight, Grubbs Emergency Services, LLC staff managed over 150 major disaster initiatives since its inception. Following the 2005 hurricane season, 21 GES clients activated their pre-event contracts on 34 separate occasions. Similar recovery efforts were supported during the 2004 hurricane season when GES worked with 43 of its clients simultaneously after Hurricanes Charley, Frances, Ivan and Jeanne, which generated over \$300 million in revenues.

EDUCATION, CERTIFICATIONS

- National Incident Management System (NIMS) certified
- On the job training working for John D. Grubbs Construction, a builder of commercial properties e.g. hospitals, banks, schools
- Hernando High School

RECOVERY OPERATIONS

- In 1996, Mr. Grubbs was operating in Jacksonville, NC on a project billed at the time as "the 2nd largest pipe fitting job in the world." The project included pipe fitting operations for over 1.4 million feet of pipe ranging in size from 48" to 1 ½" and covering over 6000 acres. The project was successfully completed for the Dana Corporation.
- Nearing the pipe job completion, Hurricanes Fran and Bertha ravaged the N.C. coastline. Mr. Grubbs successfully procured the multi-million dollar debris management project as a result of these storms as well implemented a system that is now a nationally recognized process for disaster debris documentation, critical to obtaining FEMA reimbursements.

- Hurricanes/Tropical Storms: Ike, Charley, Frances, Ivan, Jeanne, Dennis, Katrina, Rita, Wilma, Floyd, Bertha,
- Tornadoes Cleanup Response: Del City, OK; DeKalb, Gwinnett, Lincolnton Counties, GA; Vienna, GA; USDA NRCS, OK; Lady Lake, FL;
- Ice Storms: Arkansas State Highway and Transportation Department, Independence, MS
- Floods: Sweetwater, FL
- Red Tide Cleanup: Town of Long Boat Key, Miscellaneous West Florida cities
- Beach Restoration: Top Sail, NC
- Fires: Port Orange, FL
- Train Derailment: Brandon CSX Train derailment
- Patrick AFB F-16 recovery in Lake Okeechobee
- Public Utilities Sewer Breach: Venice, FL

WORK HISTORY

Recovery Solutions, LLC, Owner	(2004-Present)
Grubbs Emergency Services, LLC, Senior Consultant	(2003-Present)
Grubbs Emergency Services, INC., Owner	(1993-Present)
Grubbs Construction Company, INC., Owner	(1994-Present)
John D. Grubbs, INC., Owner	(1981-1994)

ROBERT M. CARPENTER
17076 Helicopter Drive
Brooksville, Florida 34604
(352) 796-7127
bcarpenter@grubbses.com

PROFILE

Senior executive who directed numerous disaster relief operations as Forward Commander for the U.S. Army Corp of Engineers. Experienced in managing projects from conception to completion.

EDUCATION/LICENSES/CERTIFICATIONS

M.A. United States Army War College; Carlisle, PA	June 2003
M.S.C.E. Stanford University; Palo Alto, CA	May 1990
B. S. United States Military Academy; West Point, N.Y.	May 1981

Licensed Professional Engineer in Florida and Virginia	Active
Licensed General Contractor; LEEDS Certified – Florida	Active

RECOVERY OPERATIONS EXPERIENCE

Hurricanes: Katrina, Charley, Frances, Ivan, Jeanne, Wilma, Dennis

Tornadoes: Lady Lake, FL

Military Deployments: Grenada, Bright Star Exercise, Miscellaneous International deployments

WORK HISTORY

President, Grubbs Emergency Services, LLC 2006-Present

COL (Ret) Robert M. Carpenter has responsibility for the management of disaster recovery operations and is the liaison between the client, GES staff and its subcontractors. Serving in various leadership positions throughout a twenty five year career with the Army Corp of Engineers, Bob's record of performance in problem solving, crisis management and deployment operations has resulted in an enhanced disaster responsiveness and focus for GES. In addition to his management responsibilities, he serves as the liaison between federal and state agencies, technical lead for land development projects as well as business development.

United States Army Officer 1981-2006

- Commissioned in the Corps of Engineers, COL (Ret) Carpenter served in various positions of increased responsibility in leadership and staff roles for 25 years. Prior to retirement, he served as the Commander of the Jacksonville District of the US Army Corps of Engineers. Functioning as a CEO of the largest Civil Works District in the United States with an annual budget of \$475 million and a workforce of over 980 personnel, he directed planning, engineering, construction and real estate operations for interagency customers in Florida and the Caribbean as well as managed over 200 projects to include 400 miles of inter-coastal waterways and primary access to 15 deep draft ports.
- COL (Ret) Carpenter was the federal governments lead official for the \$10.5 billion Everglades Restoration project, the largest environmental restoration project ever undertaken in the world. Responsible for strategy, schedule adherence and budget, he routinely coordinated with congressional, federal, state and local officials. Prior to retirement, COL (Ret) Carpenter provided operational leadership to over 1,250 personnel and oversaw the contract administration and management for CORP/FEMA programs in excess of \$550 million.

R. VICTOR TAGLIA
17076 Helicopter Drive
Brooksville, Florida 34604
(352) 796-7127
vtaglia@grubbses.com

PROFILE

Senior Financial Executive with thirty two years of financial, accounting and audit experience in the construction, manufacturing and emergency response business sectors.

EDUCATION/CERTIFICATIONS

Master of Business Administration, Rutgers University, Newark, New Jersey	October 1974
Bachelor of Arts, Yale University, New Haven, Connecticut	June 1973
Certified Public Accountant, New York State	1976-Present
National Incident Management System and Incident Command Training	August 2006

RECOVERY OPERATIONS EXPERIENCE

Mr. Taglia's project experience includes project support for a wide variety of disasters including tornadoes, ice storms, floods, tropical storms, and hurricanes. He worked on projects for 23 separate Florida applicants ranging from Coconut Creek south to Key West during the 2005 Hurricane Season (Dennis, Katrina, Rita, and Wilma) and 43 separate Florida applicants ranging from Jacksonville south to Key West and west to Punta Gorda during the 2004 Hurricane Season (Charley, Frances, Ivan and Jeanne).

WORK HISTORY

Grubbs Emergency Services, LLC, Brooksville, FL ▪ Chief Financial Officer and Chief Manager	2006-Present
Cortez Community Bank, Brooksville, FL ▪ Director	Present
Madison Associates, LP ▪ Chief Manager	2001-Present
Grubbs Construction Company, Brooksville, FL ▪ Chief Operating Officer	1998-Present
EnviroWorks, ▪ Chief Financial Officer,	1995-1998
Gencor Corp., ▪ Chief Financial Officer	1989-1998
Manufacturing Companies ▪ Various Positions of Increasing Responsibility, 1979-1989	1979-1989
Price Waterhouse & Co. ▪ Audit Manager	1974-1979

KELLY UNDERWOOD
17076 Helicopter Drive
Brooksville, Florida 34604
(352) 796-7127
kunderwood@grubbses.com

PROFILE

Senior manager with extensive background in construction sales and project management. He has conducted numerous disaster relief operations with responsibility for field operations and resolution of issues associated with cleanup protocols, EHS regulatory compliance, subcontractor oversight and project scheduling. Experienced in managing projects from conception to completion, Mr. Underwood has years of project management experience working with the Florida Department of Transportation (FDOT) Districts Five and Seven.

EDUCATION/CERTIFICATIONS

National Incident Management System (NIMS) certified August 2006

RECOVERY OPERATIONS EXPERIENCE

Hurricanes/Tropical Storms: Charley, Frances, Ivan, Jeanne, Denis, Katrina, Rita, Wilma, Floyd,
Tornadoes: In Del City, OK; DeKalb, Gwinnett, Lincolnton Counties, GA; Vienna, GA; USDA NRCS, OK;
Lady Lake, FL;

Ice Storms: Arkansas State Highway and Transportation Department, Independence, MS

Floods: Sweetwater, FL

Red Tide Cleanup: Town of Long Boat Key, Miscellaneous West Florida cities

Beach Restoration: Top Sail, NC

Fires: Port Orange, FL

Train Derailment/Fighter Plane: Brandon CSX Train derailment; Patrick AFB/Lake Okeechobee F-16
recovery

Public Utilities: Sewer breach, Venice, FL

WORK HISTORY

Grubbs Emergency Services, LLC Operations Vice President	2002-Present
Mr. Underwood's project management and response experience includes a wide variety of disasters, including events such as tornadoes, ice storms, floods, tropical storms, and hurricanes. Most recently, he served as project manager for the Town of Lady Lake tornado recovery effort. He managed operations for 23 separate Florida applicants ranging from Coconut Creek south to Key West during the 2005 Hurricane season and 43 separate Florida applicants ranging from Jacksonville south to Key West and west to Punta Gorda during the 2004 Hurricane season.	
Grubbs Construction Company, Director of Sales & Marketing, Asphalt Division	1997-2002
Equalizer Technology, Inc., President	1995-1997
Innovative Technology, Inc., Director of Sales & Market Research, Telecommunications and Utilities	1990-1995

JOHN RICHARDSON
17076 Helicopter Drive
Brooksville, Florida 34604
(352) 796-7127
jrichardson@grubbses.com

PROFILE

As Governmental Affairs liaison, Mr. Richardson's responsibilities include cultivating relationships with local, state and federal agencies and departments to ensure optimal communication lines are established with all emergency response personnel. Project Manager responsibilities include day to day field operations oversight, identification and staging of TDSR sites, conducting safety meetings and tailgate sessions with subcontractors, and resolution of issues associated with cleanup protocols, EHS regulatory compliance.

EDUCATION/CERTIFICATIONS/LICENSES

National Incident Management System (NIMS) certified	August 2006
FEMA Emergency Preparedness, Emmetsburg, Maryland	
PADI, HazWoper certified	Present

RECOVERY OPERATIONS EXPERIENCE

Hurricanes/Tropical Storms: Charley, Frances, Ivan, Jeanne, Denis, Katrina, Rita, Wilma, Floyd,
Tornadoes: In Del City, OK; DeKalb, Gwinnett, Lincolnton Counties, GA; Vienna, GA; USDA NRCS, OK;
Lady Lake, FL;
Ice Storms: Arkansas State Highway and Transportation Department, Independence, MS
Floods: Sweetwater, FL
Red Tide Cleanup: Town of Long Boat Key, Miscellaneous West Florida cities
Beach Restoration: Top Sail, NC
Fires: Port Orange, FL
Train Derailment/Fighter Plane: Brandon CSX Train derailment; Patrick AFB/Lake Okeechobee F-16
recovery
Public Utilities: Sewer breach, Venice, FL

WORK HISTORY

Grubbs Emergency Services, LLC Governmental Affairs Liaison/Project Manager	1996-Present
Hernando County Board of Commissioners, Hernando Co. Florida Mr. Richardson served as County Commissioner for eight years, two of those years as Vice Chairman and three years as Chairman.	1988-1996
Richardson Marine, Owner/Operator Constructed docks, piers, pilings for private and public sectors.	1985-1988
Hernando County Port Authority Superintendent Responsible for installation of navigational aids along the Hernando County coastline and rivers.	1982-1985

J.R. GRAY
17076 Helicopter Drive
Brooksville, Florida 34604
(352) 796-7127

PROFILE

As Field Supervisor, Mr. Gray's duties include overseeing and supporting the day-to-day operations of all active projects. He is responsible for ensuring that crews and monitors are knowledgeable with respect to their job responsibilities and that they are abiding by FEMA guidelines. He conducts tailgate sessions and safety meetings with subcontractors, identifies temporary debris staging and reduction sites and monitors operations to ensure all work efforts are completed in an orderly and timely manner.

EDUCATION/CERTIFICATIONS

National Incident Management System and Incident Command System training	August 2006
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RECOVERY OPERATIONS EXPERIENCE

Mr. Gray has thirty one years of experience working in the construction and heavy equipment operations industries. His disaster recovery project experience includes 23 separate Florida applicants ranging from Coconut Creek south to Key West during the 2005 Hurricane Season (Dennis, Katrina, Rita, and Wilma) and 43 separate Florida applicants ranging from Jacksonville south to Key West and west to Punta Gorda during the 2004 Hurricane Season (Charley, Frances, Ivan and Jeanne).

WORK HISTORY

Grubbs Emergency Services, LLC, Field Supervisor <ul style="list-style-type: none">Manages various aspects of the daily operations of debris management projects and associated activities	2004-Present
Smith & Company, Vice President of Operations / Earthworks Division Manager / General Superintendent <ul style="list-style-type: none">Duties included coordination and execution of administrative and operations-related tasks for all construction projects	1987-2002
Bryant Contracting Corp., Foreman <ul style="list-style-type: none">Duties included supervising and operating equipment for earthwork and roads	1984-1987
Ryan Inc. Eastern, BSI Inc., Wimpey of Canada, and Devon International Corp., Heavy Equipment Operator <ul style="list-style-type: none">Duties included operating various heavy equipment, dozers, and backhoes for such companies	1975-1984

PROPOSAL QUESTIONS AND ANSWERS

A. QUALIFICATION

1. Proposers must identify the key personnel who would work within the Town in the recovery project. Resume of each person should be provided with emphasis being given to their experience with similar work.

- Please see attached Key Personnel and Resume

2 a. Where are your subcontractors located? How many subcontractors do you presently have under contract? Can you provide a list of your contractors? What is the Contractor's method of communication with subcontractors?

- Grubbs Emergency Services, LLC solicits subcontractors and sub-consultants from around the United States through networking opportunities at industry meetings, local newspaper and web site advertisements as well as at trade shows. Over the years, the Grubbs team has recruited retired military and fire department staff with emergency response and hazardous materials backgrounds to serve as project managers. We also recruit local subcontractors with years of debris management and construction experience as well as certified arborists with extensive tree trimming and removal knowledge.
- Grubbs currently has 272 subcontractors signed up and each subcontractor have multiple crews. Please see attached list of current subcontractors.
- All GES Field Managers are outfitted with wireless internet connections to laptops, printers and fax machines, GPS units, digital cameras and redundant communication equipment (Nextel, Alltel and Cingular cellular phone coverage as well as satellite phones), This allows them constant contact with subcontractors as well as being fully supported by the office with email, fax, home phone, cell phone and office numbers of all subcontractors.

b. Does your firm have other personnel/resources available in other parts of the United States that could be called in for management support if needed? How would you document for the FHWA that 30% of the work performed with your own work force?

- Through its network of subcontractors and sub-consultants across the United States, GES has the capability of securing these resources within 24 hours. Once an approaching storm system with a predicted landfall is announced, Grubbs Emergency Services, LLC will commence its **24-hour "Notice to Proceed"** mobilization plan as directed by the Client. We immediately contact our vast network of project managers, subcontractors and sub-consultants who provide the company with the depth and breadth of resources to fully meet our contractual commitments and activate our storm response plan pre-storm.
- Grubbs assigned each crew their own crew number which is used to track the amount of debris collected and the work completed on each project. Grubbs crews and equipment are tracked the same way. Ensuring the City Grubbs FHWA 30% commitment of our work forces will be documented by their crew number and their daily debris tickets

PROPOSAL QUESTIONS AND ANSWERS

c. Do you own your own equipment or would you have to primarily rely on subcontractors to provide them? What types of equipment do you own or have access to? How old is the equipment? Where is the equipment located?

- Grubbs Emergency Services has an extensive equipment list which includes trucks, loaders, dozers, backhoes, track hoes, graders and specialized equipments such as tub grinders, mobile office trailers, fork lifts, air burners, etc. Please reference Equipment List submitted with this proposal. We also have contracts in place with equipment rental companies that supplement our company inventory. All of Grubbs Equipment is located at our home office in Hernando County.
- Please see attached Equipment List, all of Grubbs equipments year 2000 or newer.

d. What is the procedure for checking your employees' background? What background information or qualification do you require from your subcontractors and their staff? Define your company training requirements and staffing qualifications required

- Grubbs has all prospective employee back ground checked and drug screened. Chatman Investigation of Brooksville Florida performs all back ground screening for felony convections, warrants and driving records on all Grubbs employees. Lab Corps of American performed all drug testing.
- Grubbs pre qualified subcontractors by ensuring that they have adequate insurance/workers compensation. Verification that subcontractor personnel are trained and implement safe work practices.
- The Operations staff will exercise engineering, quality assurance, safety, and administrative surveillance over each subcontractor to ensure satisfactory performance and compliance with all applicable laws and regulations.
- On-going review and analysis of subcontractor progress and performance, coupled with prompt implementation of corrective action, have proven to be effective tools for ensuring successful completion of subcontracts. Each subcontractor is required to participate with the Grubbs team in developing a progress schedule to ensure performance of the subcontracted work within the established performance period. The Operations staff will meet with subcontractors to establish a clear understanding of the scope, timing, and coordination of activities. Daily reports are prepared by both Grubbs Emergency Services personnel and subcontractor representatives to address significant events or problems in any of these areas. In addition, subcontractors are required to meet periodically with the team to discuss subcontractor performance. Problem areas are identified, addressed, and corrected at these meetings.
- Grubbs Emergency Services, LLC prides itself on the accomplishments of our experienced staff. The extra efforts taken and program requirements motivate our staff to endeavor to explore every training opportunity that may be available to them in the field of debris management Including but not limited to NATIONAL INCIDENT MANAGEMENT SYSTEM ,OSHA-GENERAL INDUSTRY (10-hour) TRAINING COURSES and HAZWOPER
- Grubbs Emergency Services, LLC has an extensive safety plan as descried in the Debris management plan.

PROPOSAL QUESTIONS AND ANSWERS

e. What is the damage claims process and repair procedures?

Grubbs has developed a common sense approach to documenting and resolving damages in the field that has been tried and true for decades. The basis of the approach is communication between the contractor, applicant designees and the homeowners. Grubbs has developed forms to capture the damage claim immediately once it's reported. This allows for the appropriate investigations to be conducted determining whether the damage was a direct result of the event, it was caused by contractor equipment or the damage was caused by others.

In any case once the proper repairs are made to the satisfaction of the claimant, a release form will be signed and a copy provided to the applicant to close the file. In some cases, the contractor may dispute that a contractor crew caused the damage. In those circumstances, the contractor will provide ample justification to dispute said claim through load tickets, field notes, monitor reports, etc.

3. List past experience, clients, year, name of disaster, debris quantity, length of operation, ect. To provide an overview of your debris removal experience.

▪ Please see attaché Project Profile and Past experience.

4. Provide three (3) reference specific to debris removal and disposal services.

Rich Cascio, Public Works,
4800 West Copans Rd
Coconut Creek, FL 33063
(954) 793-6781

Dr. Larry Thacker, PW Bureau Chief
412 SE 25th Avenue
Ocala, FL 34471
(352) 671-8686

Sam May Asst., P W Director
5790 Margate Blvd
Margate, FL 33063
(954) 972-6454

5. Describe your damage claim resolution process and timeline for completion of repairs.

Grubbs has developed a common sense approach to documenting and resolving damages in the field that has been tried and true for decades. The basis of the approach is communication between the contractor, applicant designees and the homeowners. Grubbs has developed forms to capture the damage claim immediately once it's reported. This allows for the appropriate investigations to be conducted determining whether the damage was a direct result of the event, it was caused by contractor equipment or the damage was caused by others.

PROPOSAL QUESTIONS AND ANSWERS

The applicant will determine the conduit for communication of these damages to the contractor. Those conduits can be either a hotline, direct submittal of the claims form to the contractor by the applicant designees (monitors) or homeowners filling out claim forms at our mobile command center. In any case, once the claim is received the field supervisor assigned to the area/zone that the claim is located is immediately notified or is provided a packet each workday if there are multiple claims in his/her area. The field supervisor is responsible for the crews assigned to his/her area; therefore, they will have common knowledge of crew locations, types of equipment investigation of the claim. Photographs will be taken of reported damage, investigation of the claim. Photographs will be taken of reported damage, interviews with the claimant will be conducted and crew interviews will be conducted at minimum. Depending on the severity of the damage, it may be required that an applicant representative be present during these interviews.

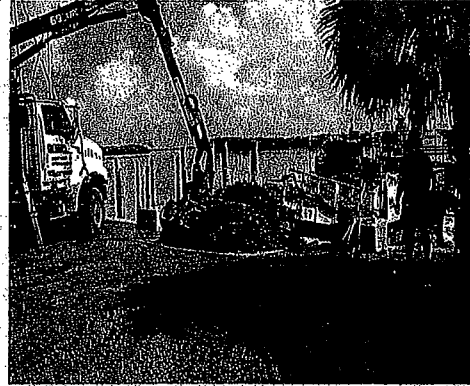
Upon completion of the interviews, the field supervisor will report his/her findings to the project manager. The project manager will report these findings to the applicant and claimant, in writing, to begin the resolution process. If it is obviously the fault of a contractor crew, the project manager will request that the crew responsible either make repairs themselves, resolve the issue directly with the claimant or request quotes to have repairs conducted. Resolutions of claims have through cash settlements, repairs made by contractor personnel or repairs by others.

In any case once the proper repairs are made to the satisfaction of the claimant, a release form will be signed and a copy provided to the applicant to close the file. In some cases, the contractor may dispute that a contractor crew caused the damage. In those circumstances, the contractor will provide ample justification to dispute said claim through load tickets, field notes, monitor reports, etc.

SUBCONTRACTOR LISTING - 2011

In the event of a regional or statewide emergency, Grubbs Emergency Services, LLC draws from an extensive list of Tier One (1) primary subcontractors and Tier Two (2) subcontractors (subcontractors to GES primary subs) outside the zone of impact. All of our subcontractors are pre-qualified and are well trained in the removal and disposal of the pick up and haul of vegetative debris, construction and demolition debris, and household items.

The GES field operations protocol requires that all approved subcontractors work under the direct supervision of in-house project managers. Enclosed in this proposal is a Field Organization Roles and Responsibilities structure which clearly defines the roles and responsibilities of all employees, subcontractors and sub-consultants. By way of example, in Longboat Key in year 2000 GES staff self performed all work associated with the Tropical Storm Gabrielle response due to the size of the project. However, with the number of storms that Floridians experienced in 2004, we mobilized over 200 subcontractors and 10,000 personnel. We typically limit our use of subcontractors to two (2) tiers on any given job due to lessons learned from those past storms. Our experience shows that multiple tiers of subcontractor's may create difficulties in tracking damage claims due to the sheer numbers of personnel working for different organizations.



Listed below is our current complement of subcontractors; clients may prohibit the use of any GES approved subcontractor for reasonable cause.

SUBCONTRACTORS	LOCATIONS
Advance Construction	Alabama
L&W LLC	Alabama
PTMS INC	Alabama
SRS	Alabama
Arcadia Disaster Recovery	Arkansas
Arkansas Sunshine	Arkansas
BMW Disaster Relief, Inc.	Arkansas
East Works	Arkansas
Harry Clemons	Arkansas
LTB Land & Timber	Arkansas
MOJO Recovery, Inc.	Arkansas
Scott Fairless	Arkansas
Sheridan Excavating, Inc.	Arkansas
3rd Generation Plumbing, Inc.	Florida
4 C's Trucking and Excavation	Florida
A & A Fonte, Inc.	Florida
A Sun State Trees & Property maintenance inc.	Florida

SUBCONTRACTOR LISTING - 2011

SUBCONTRACTORS	LOCATIONS
AAA Advance Tree Experts	Florida
ABC Land Clearing & Development, Inc.	Florida
ACA Investments, LLC	Florida
Ace Building Services	Florida
Ace Services	Florida
ACME Organization, Inc.	Florida
Adco Construction, Inc.	Florida
ADCO Landscape & Design	Florida
Advance Construction Services, Inc	Florida
Aerial Bucket Enterprises	Florida
AF Recycling & Waste Systems	Florida
Allied Trucking of Florida	Florida
Allstar Enterprise	Florida
Anderson Timber Company, Inc.	Florida
Arbor Care	Florida
Arbortech	Florida
ARCA Express, Inc.	Florida
Arnold Cano	Florida
Arrow A Contractor	Florida
Authentic Pools & Spas, Inc.	Florida
Baileys Trucking, Inc.	Florida
Barnes Tree Services	Florida
Bee Brothers Development, Inc.	Florida
Bee Hauling	Florida
Beretta Exports & Imports/Contracting	Florida
Bergeron	Florida
Berreta Export & imports	Florida
Black Hammock Tree Farm Inc.	Florida
Blue Skies Enterprises of Central Florida	Florida
BMW Disaster Relief Inc.	Florida
Bobcat Grading & Hauling	Florida
Boyer's Emergency Services, Inc.	Florida
Buchanan's Excavation	Florida
C&C Grinding	Florida
Cambridge Project Development Inc.	Florida
Carlton Custom Building	Florida
Carlton's Tree Services	Florida
Carter Material Transport Enterprise, Inc	Florida

SUBCONTRACTOR LISTING - 2011

SUBCONTRACTORS	LOCATIONS
Cat 5 Disaster Services	Florida
CC Calhoun	Florida
Cedar Grove Corp.	Florida
Central Florida Excavating	Florida
Central Florida Land Services, Inc	Florida
Central Florida Land Services, Inc.	Florida
Cheyenne Asphalt, Inc.	Florida
Clean Sweep	Florida
Consolidated Forest Products, Inc.	Florida
Consolidated Resource Recovery	Florida
Cottontail Hauling, Inc.	Florida
Coughlin Emergency Services, LLC	Florida
Creative Environmental, Inc.	Florida
CW Enterprises of Jupiter, Inc.	Florida
CWB Contractors	Florida
D.M. Contractors, LLC	Florida
DAUSON SUPPLY	Florida
Dawson Land Development	Florida
Delancey General Contractors	Florida
Development & Communication Group of Florida, Inc.	Florida
Don Coddling Sand & Soil	Florida
Donald R. Jackson	Florida
Dopico Trucking & Equipment Corp.	Florida
Douglas Evans	Florida
Downey Tree Inc.	Florida
E&M Sod Inc.	Florida
EDU Tech Inc (ET)	Florida
Environmental Land Services	Florida
Escobar Lawn Care	Florida
Evans Contracting	Florida
FBH Inc.	Florida
Final Choice Disaster Recovery	Florida
Florida Aquatic Weed Harvesting	Florida
Florida Art Deco Stone	Florida
Florida Tractor Services, LLC	Florida
Flow line, Inc.	Florida
Flow-Line, Inc.	Florida

SUBCONTRACTOR LISTING - 2011

SUBCONTRACTORS	LOCATIONS
Foster Carter Industries	Florida
G Hemphill Tree Services	Florida
G&B Disaster Relief, Inc.	Florida
Gateway Farms	Florida
Glades Environmental, Inc.	Florida
Green Construction, Inc.	Florida
Groves Tree Services	Florida
H&M Enterprises, LLC	Florida
Habitat Restoration Resources	Florida
Higgins Tree Service	Florida
Horizon Contractors	Florida
Huntsman Tree Supplier, Inc.	Florida
Ideal Sod Services, Inc	Florida
Industrial Technical Services, LLC	Florida
Innovative Environmental Services, LLC	Florida
J.A. La Rocco Enterprise, Inc.	Florida
J.R. Davis Construction Co.	Florida
J.R. Sod, LLC	Florida
JB Egbert Enterprise	Florida
JB Trucking	Florida
JG&S Land Development, Inc.	Florida
John Bunyan Tree Services	Florida
John Scott	Florida
Josh Jones Excavating	Florida
KAM Transport, LLC	Florida
Kincaid Products, Inc.	Florida
KK&D Enterprise, LLC	Florida
L&P Equipment and Demo, Inc.	Florida
La Rosa Trucking	Florida
La Rosa Trucking	Florida
LaPlant Adair Co.	Florida
Lawn Walker Services	Florida
LB Recycling & Waste Systems, Inc.	Florida
Lox Ranch	Florida
Lyric Services	Florida
M&M Excavating	Florida
Maria H. Barajas	Florida
Master Irrigation, Inc.	Florida

SUBCONTRACTOR LISTING - 2011

SUBCONTRACTORS	LOCATIONS
MCM Trucking, Inc.	Florida
Metro Trucking Company	Florida
Moore, Walters & Associate	Florida
Mount Dora Roofing	Florida
MSE System	Florida
New Line Clearing & Excavating	Florida
O'Shea Landscaping Inc.	Florida
Orbital Enterprises, LLC	Florida
P.C. Russell Land Clearing	Florida
P.P. & M.M. Corp.	Florida
Palm Beach Grading Inc.	Florida
PAW Materials	Florida
PAW Materials	Florida
PC Russell Land Clearing	Florida
Phil Johnson Landscape	Florida
Phil's Expert Tree Services, Inc.	Florida
Philman's Custom Service, Inc.	Florida
Phoenix Hayes, Inc.	Florida
Power Logging and Land Clearing, Inc.	Florida
Precision Lawn Care	Florida
R&O Emergency Services LLC	Florida
R&R Dozers dba American Mulch	Florida
Randy Ball	Florida
Randy Truck Services, Inc.	Florida
RAS Construction	Florida
Recovery Solutions, LLC	Florida
RM Contractors LLC	Florida
Rock Power Paving Inc.	Florida
Ronald Ferris	Florida
Rons Trucking & Excavating, Inc.	Florida
Ryan Sales and Services	Florida
S&S National Waste	Florida
S. Hunter Debris Removal	Florida
Samb's Stone Products, Inc.	Florida
Santa Maria Trucking	Florida
Scott Lane	Florida
Simmons Construction	Florida
Site Crete Services	Florida

SUBCONTRACTOR LISTING - 2011

SUBCONTRACTORS	LOCATIONS
Smith & Company	Florida
Southern Arborists, Inc.	Florida
Southern Dirt	Florida
Southern Pride	Florida
Starfish	Florida
Sullivan Brothers, Inc.	Florida
Sunset Bay Landscaping Inc.	Florida
Sunshine Palm Timber	Florida
TC Lawn & Landscaping	Florida
Texas Aquatic Harvesting, Inc.	Florida
The Great Outdoors Cleanup Services, Inc.	Florida
Thomas Maintenance Service, Inc.	Florida
Thomas Schonborn	Florida
Thomco	Florida
Titan Golf Services	Florida
Tosh, LLC	Florida
Treasure Coast Land Clearing	Florida
Tree Dudes, Inc.	Florida
Turfco Landscape Services, Inc.	Florida
Twenty Two Ton	Florida
Underwood Disaster Recovery	Florida
USA Services of Florida	Florida
USA Trucking, Inc.	Florida
Valley Crest Landscape Dev.	Florida
Wade McCall Construction, Inc	Florida
WCC Sheldon Wilson	Florida
Weisg Tree Care	Florida
Wherry Trucking	Florida
Wilkerson Trucking, Inc.	Florida
Wood Products, Inc.	Florida
Wood Resource Recovery	Florida
Wright Excavating	Florida
WRS Infrastructure & Environment, Inc.	Florida
Xtreme Property Services	Florida
Landscape Plus & Company Inc.	Georgia
Larry Stanley Jr.	Georgia
Lee McCurdy Construction	Georgia
M&W Removal Services	Georgia

SUBCONTRACTOR LISTING - 2011

SUBCONTRACTORS	LOCATIONS
M.A.B. HAULING	Georgia
Makeovers Unlimited	Georgia
Scott Sutherland Company Inc.	Georgia
Storm Hunter Hauling, Inc.	Georgia
Tarheel Specialties	Georgia
Todd Godwin	Georgia
Tree Toppers of Georgia, Inc	Georgia
VIP Grading	Georgia
West Side Rental	Georgia
Alpine Tree Services, Inc	Illinois
Coughlin Emergency Services	Illinois
Southern Iowa Debris Removal	Iowa
Turner Trucking, Inc.	Iowa
Alfred's Superior Tree Service, Inc	Kansas
Blue Skies Enterprises of Central FL	Kentucky
F&S Land Clearing	Kentucky
Fannin Industries	Kentucky
Hinkle's Sand & Gravel	Kentucky
James Edwards Jr.	Kentucky
Prime Services, LLC	Kentucky
Rollenhagen Construction	Kentucky
Utilico Inc.	Kentucky
Eagle Recovery	Los Angeles
Richs, Inc.	Los Angeles
Three Deuces, Inc.	Los Angeles
C&C Excavating, Inc.	Michigan
C.J. Bark Haulers	Michigan
Carroll Landscape Services	Michigan
Furlo Transport	Michigan
Atlas Specialized Transport	Minnesota
Davis Bobcat & Dump Truck Service	Missouri
Security Storage Trailer Rentals	Missouri
Stump Removal Corp.	New Jersey
Northeast Rails	New York
Akers Tree and Trucking	North Carolina
Arcon Construction	North Carolina
Coastal Grinding & Disposal Inc.	North Carolina
Coastal Plains Recovery, Inc.	North Carolina

SUBCONTRACTOR LISTING - 2011

SUBCONTRACTORS	LOCATIONS
Contaminant Control, Inc.	North Carolina
David Thomason	North Carolina
Fraddy Tree Service, Inc.	North Carolina
Landscape Contractors	North Carolina
Larry Garner Trucking	North Carolina
Marvin Houghton	North Carolina
Mike Green Logging	North Carolina
S&T, LLC	North Carolina
Billy Higin	Oklahoma
Precision Impact Recovery LLC/ D.E.L. Enterprise	Oklahoma
Hayes Trucking	South Carolina
Hix Hauling, Inc.	South Carolina
I CAN 2	South Carolina
J. R. Shamblin	South Carolina
Leisa Construction	South Carolina
Lexington Repo Center, Inc.	South Carolina
Low Country Debris Removal	South Carolina
Rabon Enterprises	South Carolina
Markland Communities, Inc.	Tennessee
Michaels Tree Services	Tennessee
NDCS	Tennessee
Ralph Reichard	Tennessee
Randy Shawn Johnson	Tennessee
South Eastern Construction and Equipment	Tennessee
Texas Integrity Lawn Care	Texas
Xtreme Logistic Inc.	Texas
Quality Builders & Technical Services, Inc.	Virginia
K&K Excavating	Wisconsin
Niemi Trucking, Inc.	Wisconsin
Northern Lake Hardwoods LLC	Wisconsin

PROJECT MANAGEMENT AND RESOURCES

Availability

Grubbs Emergency Services, LLC currently has approximately 65 active Disaster Response/Debris Management contracts 62 of which are in the State of Florida. Manpower commitments vary at any given time and are driven by storm events. We employ 20+ full time staff, approximately 30 seasonal project managers (on an as-needed basis) and hundreds of subcontractors/day workers across the United States. Referencing the 2005 hurricane season, 21 GES clients activated their pre-event contracts for emergency services on 34 separate occasions. The same efforts could be seen during the 2004 hurricane season when GES worked with 43 of its clients simultaneously after hurricanes Charley, Frances, Ivan and Jeanne all devastated the state of Florida.

Since the majority GES contracts are in the state of Florida, in the event of a regional or statewide emergency, the company will draw from its extensive list of Tier 1 (primary subcontractors) and Tier 2 subcontractors (subcontractors to GES primary subs) outside the zone of impact.

Grubbs Emergency Services has an extensive equipment list which includes trucks, loaders, dozers, backhoes, track hoes, graders and specialized equipments such as tub grinders, mobile office trailers, fork lifts, air burners, etc. Please reference Equipment List submitted with this proposal. We also have contracts in place with equipment rental companies that supplement our company inventory.

Grubbs Emergency Services, LLC has the capability of providing equipment, mobile command center support bottled water to their clients. Bottled water supply is available via a contractual agreement with a local vendor. While we typically focus on debris management, the company will entertain discussions to provide additional supplementary supplies as requested by the client.

Project Management and Technical Approach

Grubbs Emergency Services, LLC has implemented a Disaster Response Action Plan (DRAP) to ensure a coordinated, expeditious, and effective response to disasters by its personnel and resources. The physical mobilization of personnel and equipment is further detailed in the Mobilization Plan of this proposal. The DRAP, developed to support mobilization procedures, is utilized by all staff and subcontractors and consists of three levels of activation. Please see attached plan. GES has also developed a detailed Disaster Debris Management Plan that details every aspect of the work effort from the initial push through project closeout.

Once a storm passes, GES will conduct a preliminary damage assessment to identify the severity of the disaster from a debris removal perspective. Once this review occurs, the project manager will meet with the city to address a realistic timeline, resources, and the specific management plan/debris staging and removal areas to achieve a timely cleanup response. Please reference our Debris Management Plan for specific details regarding all phases of the recovery effort.

FEMA PUBLIC ASSISTANCE PROGRAM COORDINATION

Background

The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA), through its Public Assistance (PA) Grant Program reimburses state and local governments and certain private non-profit organizations for the actual costs for work required as a result of the disaster. The program also provides funds for certain hazard mitigation projects. To facilitate the processing of the PA grants, FEMA distinguishes between emergency work and permanent work that requires repairs or replaces such things as roads, buildings and schools. FEMA further divides disaster-related work into seven categories.

Since 1999 Grubbs Emergency Services has led projects that required expertise with FEMA's Public Assistance program in order to recover reimbursement dollars. Del City, Oklahoma and Grady County, Oklahoma, (1999) Tornado Cleanup and Restoration illustrate the challenge. GES responded in the aftermath of an F5 level tornado which by all accounts was one of the most destructive events recorded along Tornado Alley. Estimated winds were between 260-318 mph based on the level of damage to the community of Del City, Oklahoma. Immediately following the event, Grubbs Emergency Services, LLC conducted a damage assessment and provided the client with estimates for the removal of construction and demolition debris (C/D). Frame and block houses were ripped from foundations, carried considerable distances, and disintegrated; auto-sized missiles were carried airborne for several hundred feet or more; trees were debarked. During the response, GES recognized that the community of Del City was not aware that certain affected areas were eligible for funding under the Federal Emergency Management Agency (FEMA) Public Assistance program. One example, hazardous waste abatement, was an item that was to play a major role in the city's recovery and which required specific handling protocols. Upon issuance of the notice to proceed, mobilization was completed in less than 36 hours. By utilizing local resources as well as company-owned equipment a speedy mobilization was accomplished. GES assisted officials from Del City with guidance related to documentation and reporting procedures necessary to support claims for reimbursement under the FEMA Public Assistance program. The funding requests included debris removal (category A), as well as all other eligible categories (B-G).

As GES has learned through experience the response, recovery and reconstruction efforts that follow in the wake of major disasters put a tremendous amount of pressure on state and local governments to identify and properly document eligible work and associated costs as well as complete emergency and permanent work within the regulatory deadlines. Often times, applicants and sub-grantees don't have the resources or experience to maximize eligible reimbursement under the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. Grubbs Emergency Services, LLC (GES) has extensive experience in administering the PA Program and maximizing grant funding for impacted applicants. We have recovered millions of dollars in FEMA, the Federal Highway Administration (FHWA), Natural Resource Conservation Service (NRCS), and insurance funding on behalf of our clients. GES will help you navigate through the recovery and reconstruction process with unsurpassed attention to the necessary detail and maximum involvement and offer the following services:



The Grubbs team will offer assistance with the following Public Assistance Categories:

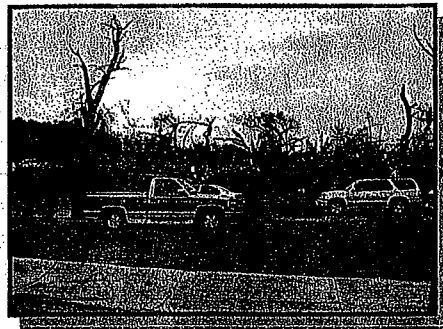
- o Category A: Debris Clearance
- o Category B: Emergency Protective Measures
- o Category C: Roads Systems
- o Category D: Water Control Facilities
- o Category E: Buildings and Equipment
- o Category F: Public Utility Systems
- o Category G: Other

FEMA PUBLIC ASSISTANCE PROGRAM COORDINATION

Grubbs Emergency Services Lessons Learned

In recent years, our experience with cleanup efforts in Florida, Texas and Kentucky provided our team with "value added" insights that are tied to interpreting the FEMA Public Assistance program documentation requirements. In short, we have learned from those experiences associated with debris-related disaster relief and enhanced our results-oriented process that facilitates the manner in which clients identify, submit and receive grant funds for disaster recovery reimbursement from agencies such as EPA, USDA, NRCS, Department of Natural Resources and FEMA. We have worked with FEMA staff in the determination of debris eligibility, data requirements, project worksheet development, load ticket audits, etc.

Grubbs Emergency Services assisted the City of Margate conduct a canal debris cleanup and restoration project which resulted from damages associated with Hurricanes Katrina and Wilma. The project scope required cleanup of approximately 30 miles of canals, waterways and banks littered with trees and vegetative debris. GES mobilized its resources within hours of the storm's passing, quickly addressing issues associated with the blow down of debris thus minimizing the threat to public property. Lightweight barges with knuckle-booms were utilized as well as other water-borne equipment to affect the large scale restoration efforts. There were several challenges associated with this project due to cost tracking requirements needed to meet the Natural Resource Conservation Service (NRCS) and FEMA funding prerequisites. GES first task was alerting its client to FEMA funding options as well as addressing conflicting administrative issues associated with multiple governmental jurisdictions. Other challenges included obtaining Right of Entry clearance from nearly 80 private property owners prior to initiating canal bank cleanup and restoration.



As outlined in this proposal, the Grubbs team is prepared to assist the County with any/all of the following activities as requested.

- Develop a comprehensive recovery strategy
- Facilitate Applicants briefing with state and federal officials
- Coordinate Kickoff and subsequent status meetings with FEMA officials
- Provide technical assistance with respect to financial management advice
- Support ongoing activity to manage the FEMA Public Assistance process such as the preparation of correspondence, reports, documentation of eligible damages, conduct inspections, and prepare project worksheets
- Provide the client with technical assistance and information needed to prepare status reports
- Categorize record, track and file costs on approved forms in support of financial reimbursement process.
- Prepare Project Worksheets for small and large projects ensuring that the scope of work is accurate and comprehensive, estimates are accurate, and expenses are eligible
- Provide assistance to departments that are having difficulty with their claims to ensure that the client meets all deadlines imposed by FEMA and/or the state
- Address issues related to any interagency funding conflicts
- Prepare all documentation for and represent the client in all project closeout activities
- Finalize preparations for state and FEMA final inspections and audits.

EQUIPMENT INVENTORY

Grubbs Emergency Services has an extensive equipment list which includes trucks, loaders, dozers, backhoes, track hoes, graders and specialized equipments such as tub grinders, mobile office trailers, fork lifts, air burners, etc. Please reference equipment list below for available machinery. Grubbs Emergency Services, LLC also maintains multiple "just in time" rental agreements with numerous equipment rental firms (e.g. SunBelt, Nations Rent, and RSC) across the country to ensure adequate resources are available when a storm or other disaster-related event occurs. Additionally, we have contracts in place with our subcontractors to supplement the inventory listed below.



EQUIPMENT	GES Equipment (6 Hour)	Immediate Contract Support (24 Hour)	Subcontracted / Leased (24-96 Hour)	TOTAL
GROUP I - TRUCKS				
Dump Truck 16-20 CY	9	104	314	427
Dump Truck 21-30 CY	5	112	308	425
Dump Truck 31-80 CY	0	136	285	421
Dump Truck 80-100 CY	0	24	78	102
Skid Steer	3	12	200	215
Fuel/Service Trucks	3	8	12	23
Water Trucks	3	2	8	13
Low Boys	3	8	17	28
Flat Bed	2	3	22	27
Bucket Trucks	2	4	215	230
Self-Loading Knuckle boom	10	15	800	825

GROUP II - LOADERS				
Track	4	10	200	214
Tire	23	25	200	258
Knuckle boom	1	2	150	153

GROUP V - TRACKHOES				
Track hoes	25	12	100	122

EQUIPMENT INVENTORY

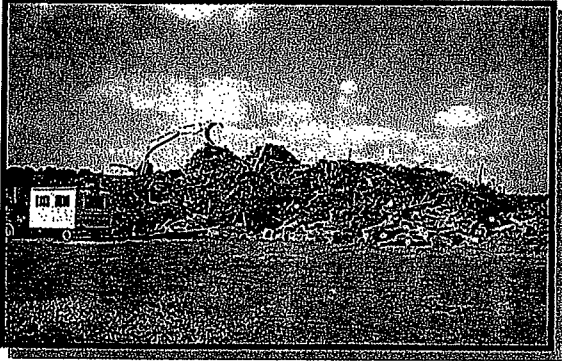
GROUP VI - GRADERS / SCRAPERS				
Graders	6	12	50	68
Scrapers	10	10	18	38

GROUP VII - SPECIALIZED				
Power Screen	2	2	8	12
Tub Grinder	1	4	50	55
Air Burner	2	3	25	30
Mobile Office Trailers	2	2	50	54
Tractor / Farm Type	2	18	36	56
Sweepers	2	6	16	24
Chippers	2	12	42	56
Fork Lifts	1	As Required	As Required	

Grubbs Emergency Services, LLC prides itself on the accomplishments of our experienced staff. The extra efforts taken and program requirements motivate our staff to endeavor to explore every training opportunity that may be available to them in the field of debris management.

NATIONAL INCIDENT MANAGEMENT SYSTEM

The National Incident Management System (NIMS), and the Incident Command System, (ICS), developed by the Secretary of Homeland Security at the request of the President of the United States, establishes a uniform set of processes and procedures that all levels of emergency personnel will use to conduct emergency response operations.



All federal, state, local, tribal, private sector, and non-governmental personnel with a direct role in emergency management and response must be NIMS and ICS trained.

In order to receive preparedness funding, applicants will need to certify as part of their grant applications that they, and their vendors, have met NIMS requirements. This is an on-going certification process that will help to finely tune the emergency operations of this country.

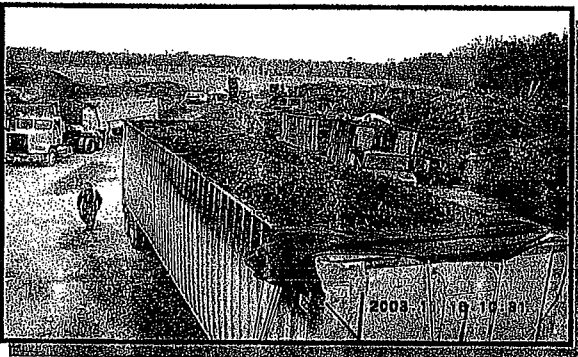
The entire staff of Grubbs Emergency Services, LLC is proud to announce their total compliance of NIMS requirements.

OSHA-GENERAL INDUSTRY (10-hour) TRAINING COURSES

Staff will be completing a 10-hour introductory course to heighten the awareness of hazards of our industry. We actually have an approved instructor on staff that will be conducting the course and it is mandatory for each employee. Additionally, our safety program requires that each employee be trained on the specific hazards associated with their particular operational responsibility.



HAZWOPER



Many of our employees have received training on operations level hazardous materials handling. This training has been applied on recent projects (City of Key West and City of Marathon during Hurricane Wilma) where basic collection, identification, packaging and disposal of household hazardous wastes were performed.

SECTION THREE – REFERENCES

- Reference questions and answers
- Project Profiles
- Past Experience

PROPOSAL QUESTIONS AND ANSWERS

3. List past experience, clients, year, mane of disaster, debris quantity, length of operation, ect. To provide an overview of your debris removal experience.

▪ Please see attaché Project Profile and Past experience.

4. Provide three (3) reference specific to debris removal and disposal services.

Rich Cascio, Public Works,
4800 West Copans Rd
Coconut Creek, FL 33063
(954) 793-6781

Dr. Larry Thacker, PW Bureau Chief
412 SE 25th Avenue
Ocala, FL 34471
(352) 671-8686

Sam May Asst., P W Director
5790 Margate Blvd
Margate, FL 33063
(954) 972-6454

5. Describe your damage claim resolution process and timeline for completion of repairs.

Grubbs has developed a common sense approach to documenting and resolving damages in the field that has been tried and trued for decades. The basis of the approach is communication between the contractor, applicant designees and the homeowners. Grubbs has developed forms to capture the damage claim immediately once it's reported. This allows for the appropriate investigations to be conducted determining whether the damage was a direst result of the event, it was caused by contractor equipment or the damage was caused by others.

The applicant will determine the conduit for communication of these damages to the contractor. Those conduits can be either a hotline, direct submittal of the claims form to the contractor by the applicant designees (monitors) or homeowners filling out claim forms at our mobile command center. In any case, once the claim is received the field supervisor assigned to the area/zone that the claim is located is immediately notified or is provided a packet each workday if there are multiple claims in his/her area. The field supervisor is responsible for the crews assigned to his/her area; therefore, they will have common knowledge of crew locations, types of equipment investigation of the claim. Photographs will be taken of reported damage, investigation of the claim. Photographs will be taken of reported damage, interviews with the claimant will be conducted and crew interviews will be conducted at minimum. Depending on the severity of the damage, it may be required that an applicant representative be present during these interviews.

Upon completion of the interviews, the field supervisor will report his/her findings to the project manager. The project manager will report these findings to the applicant and claimant, in writing, to begin the resolution process. If it is obviously the fault of a contractor crew, the project manager will request that the crew responsible either make repairs themselves, resolve the

PROPOSAL QUESTIONS AND ANSWERS

issue directly with the claimant or request quotes to have repairs conducted. Resolutions of claims have through cash settlements, repairs made by contractor personnel or repairs by others.

In any case once the proper repairs are made to the satisfaction of the claimant, a release form will be signed and a copy provided to the applicant to close the file. In some cases, the contractor may dispute that a contractor crew caused the damage. In those circumstances, the contractor will provide ample justification to dispute said claim through load tickets, field notes, monitor reports, etc.

PROJECT PROFILES

"Grubbs Emergency Services, LLC has excelled managing debris removal and recovery efforts following all types of disasters."

Dr. Larry Thacker, Marion County PWD

Throughout the southeastern U.S. our team of experts has employed state-of-the-art management techniques to efficiently remove and dispose of debris. Whether leading or working as part of a team, our focus has always been rapid restoration of a site after a natural disaster.

Many of the projects that are included in this section presented significant challenges for the affected areas. Our experienced project managers and vast resources enabled our response to effectively support and, in many cases, expedite the debris and recovery process. Letters of commendation from our clients are included in this section for your consideration.



The work efforts depict a detailed history of our team's project experience. Our client list and the dates of the response highlight our years of experience handling the challenges relative to major national disasters that have occurred in parallel in the past five years.

ICE STORM CLEANUP

Ballard and Hart Counties, Kentucky (Kentucky Transportation Cabinet)

Projects: Cutting, Loading and Hauling of Ice Storm Debris from the KYTC Rights of Way (Feb 2009)

Contact Information: Hart County-Todd Lawler KYTC Superintendant II
(270) 524-4421
Ballard County-Kyle Poat KYTC Superintendant II
(270) 444-0087

Services Provided:

Grubbs Emergency Services was hired as a subcontractor to handle Hart County debris operations as well as support Ballard County operations. The Hart County debris operation included field operations management/oversight, mobilization of subcontractors, payments to subcontractors, scheduling, and liaison services between KYTC and the prime contractor. Similarly, Ballard County operations consisted primarily of field operations and services. Field operations included but were not limited to the physical cutting of leaning trees, dangerous hanging limbs and stumps. Once the debris was cut it was placed curbside for crews to pick up and haul to the temporary debris site. Of note, were the treacherous conditions that followed the intense ice storm; in addition to the inclement weather, staff dealt with the rough terrain



PROJECT PROFILES

and mountainous roadways that had to be navigated to haul the debris to the disposal site. Another issue that surfaced unexpectedly was the limited capacity of the temporary dumpsites operated by the KYTC which were incapable of handling the amount of storm-generated debris generated from this event. Therefore, we were tasked with identifying other sites and assisting with the procurement of those sites. Further, the KYTC was monitoring the debris operations with force account labors which greatly inhibited our ability to ramp operations up and sustain the necessary production rates to finish the project in a timely manner. GES immediately brought each operational issue up to the KYTC representatives and developed plans and approaches to meet the project timelines. In Hart County, we removed over 200,000 cubic yards in less than 30 days. In Ballard County, GES was instrumental in the removal of over 300,000 cubic yards. Each project was completed to the satisfaction of the prime contractor as well as the applicant.

CATASTROPHIC EVENT DEBRIS REMOVAL

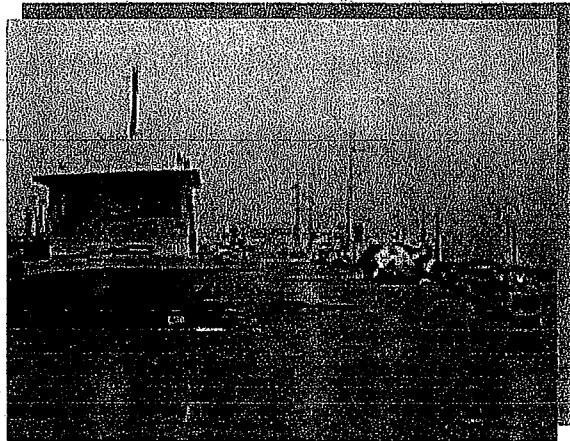
City of Houston, City of Galveston, City of Baytown, Taylor Lake Village, Piney Point Village, Town of El Lago and Village of Nassau Bay, Texas

Projects: Hurricane Ike (2008)

Contact Information: Brian Thomason, Senior VP Operations, GES
(352) 279-9050

Services Provided

GES was called to action in September 2008 to assist with recovery efforts associated with Hurricane Ike. Ike was the most intense hurricane to hit the U.S. coastline since Katrina. Our initial operations began in the City of Houston. GES staff was contracted to cleanup one quarter of the city limits. Working the southeastern section of the city, our crews yielded over 1,000,000 cubic yards of vegetative as well as construction/demolition debris.



In less than 7 days, GES had mobilized over 300 pickup crews and certified over 1,000 haul units. Due to our ability to mobilize rapidly, we were also contracted to assist with operations in the City of Baytown and the most devastated area, the City of Galveston. Notification to deploy crews to these areas was solicited in the late hours of a work day and required the crews to be available by 5:00 A.M. the following morning. Fifteen (3-5 man) crews were sent to Baytown and 20 (3-5 man) crews to Galveston. Working through the night, the management team recruited all available pre-qualified GES subcontractors and exceeded the clients request by sending over 50 crews to these areas. With operations running smoothly, additional requests for assistance continued to pour in. In similar fashion to the Galveston and Baytown requests for service, we were notified early morning that additional crews were desperately needed in the Village of Piney Point. Within 3 hours of the request, we had mobilized the crews and begun operations. Mobilization would have occurred sooner, however Houston traffic and the driving distance of Piney Point from

PROJECT PROFILES

our worksites hampered our efforts. GES was eventually assigned the contracts for Taylor Lake Village, the Village of El Lago and the Village of Nassau Bay.

Our assignments in all of these project areas were strictly pickup and hauling of the debris from the curbside as well as the transportation of debris to a temporary debris staging site (staging sites were managed by other resources).

The majority of the debris cleared was vegetative debris except for Taylor Lake, Nassau Bay, El Lago and Galveston where the debris was predominantly construction and demolition debris. The construction and demolition debris had to be direct hauled to an appropriate landfill. Once again, this effort was no easy task due to the haul distances to the landfills and the ever present traffic complications within the City of Houston.



Nonetheless, the operations were completed on time and to the satisfaction of all clients. GES was further tasked with the removal of leaning/dangerous trees and hanging/dangerous limbs in our section of the City of Houston and El Lago. Within 48 hours of receiving the verbal Notice to Proceed, GES mobilized over 120 bucket truck crews to perform the work. Our crews cleared over 20,000 trees by trimming the limbs and/or removing the entire tree. The debris was then placed at the curbside for removal. This work was also completed on schedule and to the satisfaction of our clients. All operations were substantially completed in a 90 day or less timeframe; GES worked with all client's to complete additional passes as needed to meet their citizen's needs.

TORNADO CLEANUP AND RESTORATION

Town of Lady Lake, Florida

Projects Tornado Cleanup and Debris Management (Feb 2007)

Contact Information: Bill Vance, Town Manager
(352) 751-1500

Services Provided

Utilizing a pre-event contract, Grubbs Emergency Services, LLC, responded within hours of the tornado touchdown to assist emergency management/public works staff with damage assessment and commence cleanup and restoration activities. The disaster which occurred in the early hours of February 1, 2007, left 20 dead and destroyed or impacted hundreds of homes in a four county area. The event was declared a federal disaster by FEMA. GES received the call to action at 4:00 a.m. and was mobilized; staffed and operating by 8:30 a.m. GES



was also selected to perform reduction operations through burning. The entire operation was completed on schedule which was roughly 30 days.

PUSH AND HAUL OPERATIONS, TDSR SITE MANAGEMENT

Village of Islamorada

Projects: Hurricanes Dennis, Katrina, Rita and Wilma (2005)

Contact Information: Zully Hemeyer, Assistant Public Works Director
(305) 852-6933

Services Provided

The 2005 Atlantic hurricane season was the most active Atlantic hurricane season in recorded history, repeatedly shattering previous records. Among the Category 5 storms were Hurricanes Katrina and Wilma, the former the costliest, and the latter the most intense Atlantic hurricane on record. The GES team initiated "Push" operations within hours of the storms moving over the Keys. In addition to the initial clearing effort, GES operated TDSRS at Islamorada Preserve and Windley Key. Due to sheer physical limitations, neither site was adequate to handle the amount of material generated during the storm. To ease the burden associated with the management of large quantities of debris (confined to a small geographic area), GES conducted round-the-clock operations, resolved resident complaints and supported FDOT operations, all of which facilitated recovery. Once again, mulch operations were a significant component of the restoration process and required frequent truck hauls to transport debris off the island. Furthermore, GES removed large quantities of seaweed and transported the debris off-site, e.g., 1,725 tons (Wilma) 1,983 tons (Rita) 1,396 tons (Katrina) and 1,913 tons (Dennis).



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DEBRIS REMOVAL, SAND SCREENING, FEMA PUBLIC ASSISTANCE PROGRAM SUPPORT

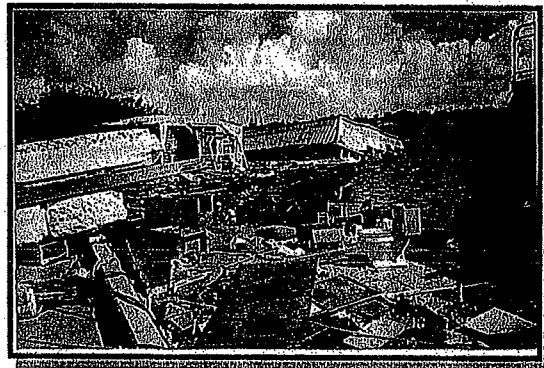
City of Key West, Florida

Projects: Hurricanes Ernesto (2006); Dennis, Katrina and Wilma (2005); Charley, Frances, Jeanne, Ivan (2004); Irene (1999); Georges (1998)

Contact Information: Julio Avel, City Manager
(305)292-8100; Fax: (305)292-8234

Services Provided

Grubbs Emergency Services, LLC responded to Hurricane Georges, a Category Two storm that created wide-spread damage throughout the City



PROJECT PROFILES

of Key West. Within 24 hours, GES mobilized privately owned aircraft (at no cost to the City) to conduct a damage assessment and estimate debris quantities. The majority of the debris generated following the event was vegetative, with some construction and demolition debris present due to localized flooding. Quantification of debris was necessary to provide Monroe County and the Florida Division of Emergency Management with initial damage estimates as well as to lend guidance to the city regarding debris management techniques and opportunities.

Estimates were derived using the following methodology: 1) aerial surveys, 2) windshield surveys, 3) miles of city streets, 4) density of cover prior to the event, 5) population (number of homes), 6) number of homes that qualify for right-of-entry debris removal operations, 7) amount of debris normally handled by the City of Key West on an annual basis, and 8) potential for sand screening.

In addition to the push and haul activities, GES and the City of Key West worked closely with the Florida Department of Environmental Protection and FEMA to develop a proposal to remove debris from the beaches. The plan covered the removal of the debris-laden sand from the beach the transport of sand to a screening area located at a city approved TDSRS, debris removal screening, transport of clean sand back to the beach, as well as disposal of debris removed from the sand screening activity (9,353 tons). The operation was determined to be eligible under FEMA's Public Assistance program with the City of Key West achieving a 97% reimbursement rate within ninety days of the event. Seaweed removal was also significant 2,243 tons (Rita) 4,332 tons (Dennis).

CANAL CLEANUP AND RESTORATION

City of Margate, Florida

Projects: Hurricane Katrina and Wilma Aftermath Canal Cleanup Project (2005- 2006)

Contact Information: Roy Brenner; Director, Public Works
(954) 972-6454

Services Provided

The City of Margate commissioned GES to conduct a canal debris cleanup and restoration project which resulted from damages associated with Hurricanes Katrina and Wilma. The project scope required cleanup of approximately 30 miles of canals, waterways and banks littered with trees and vegetative debris. GES mobilized its resources within hours of the storm's passing, quickly addressing issues associated with the blow down of debris thus minimizing the threat to public property. Lightweight barges with knuckle-booms were utilized as well as other water-borne equipment to affect the large scale restoration efforts. There were several challenges associated with this project due to cost tracking requirements needed to meet the Natural Resource Conservation Service (NRCS) and FEMA funding prerequisites. GES first task was alerting its client to FEMA funding options as well as addressing conflicting administrative issues associated with multiple governmental jurisdictions. Other challenges included obtaining Right of Entry clearance from nearly 80 private property owners prior to initiating canal bank cleanup and restoration.

PROJECT PROFILES

RED TIDE CLEANUP

Town of Longboat Key, Florida

Project: Red Tide Cleanup (2004, 2005, 2006-2008)

Contact Information: Juan Florensa
Director PWD
(941) 316-1988



Services Provided

Grubbs Emergency Services, LLC, working with the Town of Longboat Key, aggressively worked to clear canals and island waterways of fish stricken by multiple events of red tide between years 2004-2006. The response effort required an immediate staff and equipment mobilization to help minimize respiratory irritation among beachgoers, homeowners and boaters. Within hours GES mobilized a cleanup crew to harvest the dead fish and other marine life. Two harvesters were deployed on the bayside areas of Harbourside Moorings, Country Club Shores and down into New Pass. Working with the Public Works department, GES trucked 165 tons of fish and marine vegetation to the county landfill.

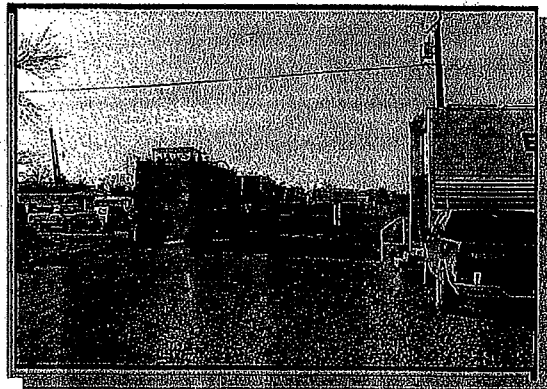
ICE STORM RESPONSE

Arkansas Department of Highway & Transportation, (2001)

Contact Information: Rex Spurlock, Staff Maintenance Engineer
(501) 569-2000

Services Provided

GES responded to the Arkansas Department of Highway & Transportation's call for disaster assistance following the 2001 Arkansas ice storm. The event which blanketed the state with ice left downed trees and limbs across the state and threatened public safety. The storm required an immediate response. GES staff and heavy equipment was mobilized within hours along with a local complement of subcontractors/laborers. GES was awarded the bid for two out of the three potential districts, which cover approximately 12,000 miles of AHTD rights of way. FHWA was the sole funding source for the operation and all FHWA-ER requirements were successfully implemented. The AHTD, unfamiliar with storms of this magnitude, commended GES' experience addressing the post-storm cleanup. Debris operations included tree trimming, debris consolidation at the right-of-way, pick-up and haul, transportation to the temporary debris storage and reduction sites (TDSRS), reduction through open burning and land application of residual ash.



GES was tasked as a requirement of the contract to select the TDSR sites. Many of the 200 plus sites utilized were through lease agreements with private property owners. As with all

PROJECT PROFILES

post-storm events, strict regulatory requirements were implemented. GES staff worked extensively with the Arkansas Department of Environmental Quality (ADEQ) on notification, setbacks and storage requirements. Notifications were made on a daily basis throughout the site selection and final closeout process. Land application of the ash met the department's criteria due to the fact the debris consisted of predominantly green vegetative material.

At its peak, the removal project consisted of over 300 crews moving approximately 200,000 cubic yards of debris per day during peak operations. Ultimately, the project yielded over five million cubic yards with the operation completed in less than 120 days.

Of note, AHTD did not possess the rigorous documentation requirements to support their claims for reimbursement. Grubbs Emergency Services, LLC through their data management system, provided the necessary tickets, truck certifications, invoices, daily reports and project closeout documents to facilitate the AHTD obtain full reimbursement for this operation. Please reference letter of commendation attached.

Project Contact Information: Rex Spurlock, Staff Maintenance Engineer

Phone: (501) 569-2000

HURRICANE DEBRIS REMOVAL

City of Greenville, Martin County, Town of Williamston, Town of Aulander, Town of Robersonville and the City of Murfreesboro, N.C. (1999) Hurricane Floyd

Contact Information: Don Christopher, Administrator (Williamston)
(252) 792-5142

William Pless, Town Administrator (Murfreesboro)
(252) 398-5904

Services Provided

Hurricane Floyd triggered the third largest evacuation in US history (behind Hurricane Gustav and Hurricane Rita, respectively) when 2.6 million coastal residents of five states were ordered from their homes as it approached. Floyd struck the Bahamas at peak strength, causing heavy damage. It then paralleled the East Coast of the United States, causing massive evacuations and costly preparations from Florida through North through the Mid-Atlantic region. The storm weakened significantly, however, before making landfall in North Carolina as a Category 2



hurricane. In responding to this event in North Carolina, GES staff faced a unique set of circumstances due to the incredible rainfall and flooding. Access to the impacted areas was

PROJECT PROFILES

severely hampered due to the extensive flooding. Most Many areas were completely inaccessible other than by boat or helicopter. GES deployed their corporate helicopter in a timely fashion to assist our Advanced Management tTeam gain entry tointo the impacted areas. Senior Vice President of Operations, Brian Thomason, a, a former Deputy Director of Emergency Management in Cumberland County, N.C. knew many Emergency Management Directors and worked closely with them to conduct initial damage assessments. Of note, many of the impacted communities were not under contract however this service was provided as a courtesy due to our relationship with and understanding of the Emergency Management cCommunity. GES eventually contracted with the Cities of Greenville and Murfreesboro, Martin County, and the Towns of Williamston, Aulander, and Robersonville for debris pickup and haul operations as well as reduction through grinding and disposal of mulch. One specialized service that was provided was the disposal of dead animal carcasses. The immense flooding throughout this region impacted the North Carolina poultry, pork and beef industries tremendously due to the number of livestock that were killed during the event. GES was charged with the pickup, hauling and burning of the carcasses throughout the contracted areas. These projects and the special challenges presented by Hurricane Floyd were completed on schedule and to the satisfaction of our clients.

TORNADO CLEANUP AND RESTORATION

Del City, Oklahoma; Grady County, Oklahoma, (1999)

Contact Information: Board of County Commissioners
(405) 224-5211

Services Provided

Grubbs Emergency Services responded to the aftermath of an F5 level tornado which by all accounts was one of the most destructive events recorded along Tornado Alley. Estimated winds were between 260-318 mph based on the level of damage to the community of Del City, Oklahoma. Immediately following the event, Grubbs Emergency Services, LLC conducted a damage assessment and provided the client with estimates for the removal of construction and demolition debris (C/D). Frame and block houses were ripped from



foundations, carried considerable distances, and disintegrated; auto-sized missiles were carried airborne for several hundred feet or more; trees were debarked. During the response, GES recognized that the community of Del City was not aware that certain affected areas were eligible for funding under the Federal Emergency Management Agency (FEMA) Public Assistance program. One example, hazardous waste abatement, was an item that was to play a major role in the city's recovery and which required specific handling protocols. Upon issuance of the notice to proceed, mobilization was completed in less than 36 hours. By utilizing local resources as well as company-owned equipment a speedy mobilization was

PROJECT PROFILES

accomplished. GES assisted officials from Del City with guidance related to documentation and reporting procedures necessary to support claims for reimbursement under the FEMA Public Assistance program. The funding requests included debris removal (category A), as well as all other eligible categories (B-G).

ICE STORM CLEANUP AND RESTORATION

NC Department of Transportation, 2003, Ice Storm
Services performed included tree trimming and tree removal in Durham, Granville and ,
Person Counties.

Contact Information: M.A. Harris, Assistant District Engineer
(919) 560-5854

Services Provided

Following a crippling ice storm which impacted the State Capitol Region of North Carolina, GES successfully assisted the North Carolina Department of Transportation with an expedient recovery. GES, through a comprehensive bid process, secured contracts that covered a three county region (Durham, Granville and Person Counties). North Carolina Department of Transportation (NCDOT) lead operations across the state with many municipalities requiring assistance on their DOT/FED aid roads. Incorporated in the agreements for Public Assistance operations, NCDOT allowed Grubbs to handle the debris with the caveat that DOT/FED Aid roads were pre-identified and the debris operations were tracked, documented and invoiced separately. The proprietary software owned by GES allowed the company to perform this task flawlessly. In cases where the roads were incorrectly identified by the municipality or a road was later found to meet FHWA criteria, the GES documentation methodology provided support to the client for their reimbursement claims. The field operations consisted primarily of the cutting, loading and hauling of tree debris that created a threat to public health and safety. More specifically, those operations consisted of leaning tree removal, trimming of hanging limbs and stump removal. In the cases of cut, load and haul operations, the debris is not stacked at the curbside by citizens. This work is much more tedious due to the fact that the contractor is dealing with a more dense material and each tree can create a different set of circumstances. The overall magnitude and the operations associated with this event created major hurdles for GES in regards to project scheduling, production and management. Nonetheless, as evidenced by the letter of recommendation provided in this proposal, GES completed ALL projects on time and satisfied all contractual obligations with NCDOT.

HURRICANE DEBRIS REMOVAL, BERM RECONSTRUCTION

North Topsail Beach and Surf City, NC, 1998 Hurricane Bonnie, 1996 Hurricanes Fran and Bertha

Services Provided

The Towns of North Topsail and Surf City were hit by three major hurricanes in a two year time span. During our support of the recovery efforts of these communities, the typical operations were performed such as included debris pickup from the curbside, reduction by grinding and disposal of the mulch material. Of note, However, the community hadd very

PROJECT PROFILES

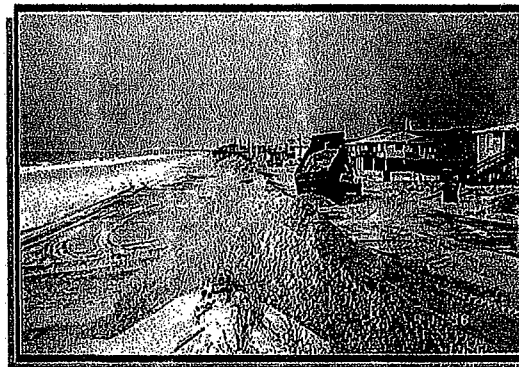
little vegetative canopy. The debris that was encountered was predominately construction and demolition debris and sand from the berm system that runs roughly eleven miles along their coastline. The effects of Fran and Bertha severely impacted over 2/3 two thirds of the structures in these communities. The majority of these structures were damaged beyond repair. GES worked closely with the municipal governments, the North Carolina Emergency Management Agency and FEMA to allow for demolition of condemned structures to take place. GES facilitated not only the physical work and demolition as well as ; but also the rigorous intensive documentation requirements necessary to conduct this operation. Right of Entry Forms, Hold Harmless Agreements and Non-Duplication of Benefits Forms were secured by GES as required and packaged in a manner for the municipalities to conduct the necessary inspections to identify qualifying structures to be removed. FEMA requires that the documentation meet their specific standards to assist with proper reimbursement for eligible work performed.



Storm surge from Hurricanes' Bertha, Fran and Bonnie was so intense incredible that in addition to sand from the existing beaches areas washing ashore, the protective berm system along the coastline was completely eliminated. Therefore, Emergency berm restoration was a high priority to re-establish the barrier system that protects residences and infrastructure situated on the beachfront. The sand had become debris-laden from the storm and it had to be loaded and hauled to a screener to remove all foreign objects. Once the sand was screened, the "clean" sand was loaded and hauled back to the beach to be placed and shaped according to specification. The debris that was screened from the sand was loaded and hauled to the proper disposal facility for its final disposition.



Once By the time these operations were had been completed for Bertha, Hurricane Fran struck six weeks later and impacted the newly constructed berm system once more again. Previous GES berm restoration for Bertha greatly reduced GES had completed the berm restoration for Bertha which greatly reduced the impacts to property by Fran. Nonetheless, The process had to be repeated after Fran made landfall and two years later following impacts from Hurricane Bonnie. Each This process was also documented appropriately by GES to support the Applicant's claims for additional reimbursement.



Project Experience - References, Services, Performance Period, Contract Value

Contact Information	Client	Storm Name	Total Cost	Vegetative	C&D P/H	Reduction	Mulch	C&D Disp	Seaweed P/H	Seaweed Disposal	Sand Screening	Time to Book Complete Project
Kyle Post - Ballard County Kentucky 547 West Kentucky Drive LaCenter, KY 42056 (270)665-8277	Ballard County _KYTC	Ice Storm	156000	36750								3 months
Todd Lander P.O. Box 480 Munroville, KY 42765	Hart County - KYTC	Ice Storm	959000	225600								6 months
Keythe Damell Municipal Service Center 2123 Market Street Baytown, TX 77520	Baytown	Hurricane Ike	159000	30000								2 weeks
Brad Emel City of El Lago 98 Lakeshore Drive El Lago, TX 77586-6136	El Lago	Hurricane Ike	135000	8000	8000							2 months
Kevin Scott P.O. Box 779 823 Rosenberg Galveston, Texas 77553 Phone: (409) 797-3500	Galveston	Hurricane Ike	56000	8000	8000							1 week
City of Houston P.O. Box 1562 Houston, TX 77251	Houston	Hurricane Ike	6850000	1000000								6 months
Pat Jones 18100 Upper Bay Road Suite 200 Nassau Bay, TX 77058 Phone: 281.333.4211	Nassau Bay	Hurricane Ike	260000		38000							2 months
Teri Johnson cityadm@cityept.org (713)782-0271	Piney Point Villages	Hurricane Ike	398000	20000	40000							2 months
City Hall 500 Kirby Blvd, Taylor Lake Villages, TX 77586 281-326-2843 281-326-5458 fax	Taylor Lake Villages	Hurricane Ike	253000	10000	20000							2 months
Ken Keough, PW Director 409 Fernell Blvd Lady Lakes, FL 32159 (352) 751-1526	Town of Lady Lake	07 - Tornado Clean	751199.3	25407.14	9757.22	19339.64						2 months
Juan Florensa 501 Bay Isles Road Longboat Key, FL 34228 941-316-1999	Longboat Key	2006 - Miscellaneous Red Tide Events	\$328,841									1 month
Sam May Asst., P W Director 5790 Margate Blvd Margate, FL 33063 (954) 972-6454	City of Margate	2005 -Hurricane Rita	\$1,474,752	24,419	50	27,391	20,329					6 months
Mike Milander, PW Director 31950 Overseas Highway, 2nd Floor Islamorada, FL 33036 (305) 664-6461	City of Islamorada	2005 -Hurricane Dennis	\$368,977	10,341		10,311			612	1,914		1 month

Contact Information	Client	Storm Name	Total Cost	Vegetative	C&D P/H	Reduction	Match	C&D Disp.	Seaweed P/H	Seaweed Disposal	Sand Screening	Time to look Complete Project
Juan Floransa 501 Bay Isles Road Longboat Key, FL 34228 941-316-1989	Longboat Key	2005 - Miscellaneous Red Tide Events	\$243,208									2 months
Rich Cascio, Public Works, 4800 West Opans Rd. Coconut Creek, FL 33063 (954) 793-6781	City of Coconut Creek	2005 - Hurricane Wilma	\$1,384,641	256,113	17,664	256,113	72,128					8 months
Mike Milander, P/W Director 81990 Overseas Highway, 2nd Floor Islamorada, FL 33036 (305) 664-6461	City of Islamorada	2005 - Hurricane Wilma	\$2,164,555	70,226	5,659	70,226	22,657	3,911	2,910	1,726		3 months
Julio Avael, City Manager 325 Angela Street Key West, FL (305) 809-3888	City of Key West	2005 - Hurricane Wilma	\$3,322,323	25,540	65,878	73,204	8,934	47,990	108	28	8,775	3 months
Zully Williams-Heymer 10045-55 Overseas Hwy Marathon, FL 33050 (305) 743-0033	City of Marathon	2005 - Hurricane Wilma	\$2,754,312	31,287	55,038	31,287	10,668	36,395				3 months
Sam May Asst., P W Director 5790 Margate Blvd Margate, FL 33063 (954) 972-6454	City of Margate	2005 - Hurricane Wilma	\$7,225,167	262,758	37,175	328,482	74,275					6 months
Alex Rey, Town Manager 15700 NW 67th Avenue Miami Lakes, FL 33014 (305) 558 8511	City of Miami Lakes	2005 - Hurricane Wilma	\$30,000	23,849	1,285	131,933	68,046					30 days
Alex Rey, Town Manager 15700 NW 67th Avenue Miami Lakes, FL 33014 (305) 558 8511	City of Miami Lakes (Parks)	2005 - Hurricane Wilma	\$30,000	3,042		3,042						30 day
Mike Milander, P/W Director 81990 Overseas Highway, 2nd Floor Islamorada, FL 33036 (305) 664-6461	City of Islamorada	2005 - Hurricane Rita	\$571,412	10,587	2,772	10,587	6,190		8,583	1,983		90 days
Julio Avael, City Manager 525 Angela Street Key West, FL (305) 809-3888	City of Key West	2005 - Hurricane Rita	\$600,809	10,432	118	39,867	2,921		144	2,243		90 days
Zully Williams-Heymer 10045-55 Overseas Hwy Marathon, FL 33050 (305) 743-0033	City of Marathon	2005 - Hurricane Rita	\$253,758	6,111	316	4,385	7,475		403	1,146		30 days

Contact Information	Client	Storm Name	Total Cost	Vegetative	C&D P/H	Reduction	Mulch	C&D Disp	Seaweed P/H	Seaweed Disposal	Sand Screening	Time to Complete Project
Rich Casco, Public Works, 4800 West Copans Rd Coconut Creek, FL 33063 (954) 793-6781	City of Coconut Creek	2005 - Hurricane Katrina	\$30,000	833								1 day
Mike Mliador, PW Director 81990 Overseas Highway, 2nd Floor Islamorada, FL 33036 (305) 864-6461	City of Islamorada	2005 - Hurricane Katrina	\$703,381	19,921	159	19,921	6,256		6,568	1,397		90 days
Julio Avel, City Manager 525 Angela Street Key West, FL (305) 809-3888	City of Key West	2005 - Hurricane Katrina	\$420,973	15,165			3,385			386	9,947	60 days
Zully Williams-Heymer 10045-55 Overseas Hwy Marathon, FL 33050 (305) 743-0033	City of Marathon	2005 - Hurricane Katrina	\$277,836	15,096	274	9,631	8,397		340			30 days
Julio Avel, City Manager 525 Angela Street Key West, FL (305) 809-3888	City of Key West	2005 - Hurricane Dennis	\$1,256,737	39,700	2,454	6,964	11,487	203	2,902	2,273	9,953	90 days
Zully Williams-Heymer 10045-55 Overseas Hwy Marathon, FL 33050 (305) 743-0033	City of Marathon	2005 - Hurricane Dennis	\$433,050	17,610	387	15,295	15,469		617	430		45 days
Dr. Larry Thacker, PW Bureau Chief 412 SE 25th Avenue Ocala, FL 34471 (352) 671-8686	Manion County	2004 - Hurricane Jeanne	\$17,869,138	490,399		36,180	37,836					8 months
Office of Emergency Management 7530 Little Road New Port Richey, FL 34654 (727) 847-8137	Pasco County	2004 - Hurricane Jeanne	\$2,603,689	107,868		115,126						30 days
Dr. Larry Thacker, PW Bureau Chief 412 SE 25th Avenue Ocala, FL 34471 (352) 671-8686	Manion County	2004 - Hurricane Frances	\$7,708,400	393,490								IN conjunction with Hurricane Jeanne
Office of Emergency Management 7530 Little Road New Port Richey, FL 34654 (727) 847-8137	Pasco County	2004 - Hurricane Frances	\$384,463	19,223								30 days

Contact Information	Client	Storm Name	Total Cost	Vegetative	C&D P/H	Reduction	Mulch	G&D/Disp.	Seaweed P/H	Seaweed Disposal	Sand Screening	Time to Hook Complete Project
Danny Sheaffer, Counthouse Square, Suite 2300 Kissimmee, FL 34741 (407) 343-3125	Osceola County	2004 - Hurricane Charley	\$21,072,553	1,117,576		21,700	251,422	81,959				8 months
David Gregory, Solid Waste Mgr. 1950 SR 419 Longwood, FL 32750 (407) 751-2260	Seminole County	2004 - Hurricane Charley	\$25,094,802	1,030,227		70,329	451,476	1,162				8 months

Seaweed Disposal and Sand Screening processed by the ton. All other services processed by the cubic yard.

SECTION FOUR – SCOPE OF SERVICES AVAILABLE

- Scope of Services Available questions and answers
- Disaster Response Action Plan
- Mobilization Plan
- Debris Management Plan
- Grubbs Data base and Ticket Copies

PROPOSAL QUESTIONS AND ANSWERS

1. SCOPE OF SERVICES AND AVAILABLE

1. Do you provide disaster recovery full time, year-round?

- Yes, Grubbs Emergency Services, LLC is engaged in the business of debris management on a full time basis.

2. Describe how your firm typically gathers together the needed resources when notified of a disaster.

- Grubbs Emergency Services, LLC has implemented a Disaster Response Action Plan (DRAP) to ensure a coordinated, expeditious, and effective response to disasters by its personnel and resources. The physical mobilization of personnel and equipment is further detailed in the Mobilization Plan of this proposal. The DRAP, developed to support mobilization procedures, is utilized by all staff and subcontractors and consists of three levels of activation. Please see attached plan.

3. How would you determine the length of your recovery services for the city?

- GES will conduct a preliminary damage assessment to identify the severity of the disaster from a debris removal perspective. Once this review occurs, the project manager will meet with the city to address a realistic timeline, resources, and the specific management plan/debris staging and removal areas to achieve a timely cleanup response.

4. Describe your record-keeping process for FEMA and FHWA reimbursements. How often would information be communicated from the street personnel to your administrative staff? How would you insure accuracy of those reports? What is your method of backup in case of lost information?

- The cornerstone of our success is due in part to our proprietary Debris Management Documentation system. The internet-based system surpasses all data management systems that are currently available through the State of Florida and FEMA.
- Working with Grubbs Emergency Services, LLC the client is granted 24/7 access to the system utilizing an internet connection and a secure password. The client has immediate access to all work in progress such as daily haul summaries, invoices, truck certifications and associated documentation in spreadsheet and database reporting formats. In addition, scanned images of the actual documents are stored on secure servers. Another benefit of the system allows for complete documentation review from "push" through "project close out", easing the client's burden to document and meet stringent FEMA requirements.

PROPOSAL QUESTIONS AND ANSWERS

5. The proposer shall submit as part of their proposal an Emergency Response Plan describing the Step-by-Step approach to reparation, response, recovery. The plan should contain summary of Pre-event communication, option for pre-event stand by crews, damage assessment (via Helicopter flyover if requested) establishment of the Temporary Debris Staging, Site(TDSRS) the "ramping up" and dispatching of crews, and other resources to complete the recovery services for the city.

- Please see the Disaster Debris Management Plan attached in RFP

6. Include in your Emergency Response Plan for the Town the response activities starting at 12 hours past disaster occurrence or all clear notification, 24 hours past 48 hours past and 96 hours past.

- Please see Disaster Response action Plan and Mobilization Plan attached

7. Value Added Services

The Proposer is encouraged to propose value added services over and above standard debris removal operations such as a customer services and claims hotline, mobile command units, helicopter fly over for damage assessment and cutting edge technology.

- The combination of our experienced managers, extensive resources, and data management tools enables us to provide value added services associated with all debris removal operations. This expertise reduces the time and subsequent cost of getting your community back on its feet after an event. We have a practical approach to project management – a philosophy we believe is in step with our Client's expectation for a return to normal as quickly as possible. Upon arriving at the scene of a storm event, GES develops a site-specific approach to achieve the mission and implements the plan aggressively to restore order in the community.
- Grubbs offers a twenty four hour emergency phone line (888-478-GRUBBS1"2271") which can be use for customer services and a claims hot line.
- Grubbs has several Mobil Command Units which are complete mobile office with all amenities of a conventional office. Grubbs also has the capability to fly over damaged area in a helicopter and video the damages.

DISASTER RESPONSE ACTION PLAN

Grubbs Emergency Services, LLC has implemented a Disaster Response Action Plan (DRAP) to ensure a coordinated, expeditious, and effective response to disasters by its personnel and resources. The physical mobilization of personnel and equipment is further detailed in the Mobilization Plan of this proposal. The DRAP, developed to support mobilization procedures, is utilized by all staff and subcontractors and consists of three levels of activation.

Level One

This level is driven by an anticipated event such as an approaching storm with a predicted landfall or area of impact. During Level One activation, the Operations Manager of Grubbs Emergency Services, LLC will brief all Program Managers and other key team personnel in a conference call. The Program Managers may receive special assignments and/or tasking beyond the written procedures and checklist that support this plan. All company project managers will be contacted for status and location. The Grubbs Emergency Services, LLC Corporate Office will be made aware of all situations and will take appropriate measures to prepare for potential deployment of resources to an affected area.

Level Two

Based on the timetable associated with the weather-related event or predicted storm landfall, the management team of Grubbs Emergency Services, LLC will become the event director. The telephone cascade plan will be initiated to alert all levels of the Grubbs team. These key team members comprise the Advance Management team (AMT). Company subcontractors will be notified of possible deployment and placed on alert. The Operations Manager will determine the maximum response capability for a 24-hour, 48-hour, 72-hour, and 96-hour response window. This assessment will be reported to all Program Managers in a time certain conference call. The corporate office will take necessary steps, in all areas, to ensure plans are initiated and appropriate briefings conducted.

Level Three

Based on a known event with services activated by the client, the Grubbs team is considered to be on full alert. Key team members will assemble at the corporate office for dissemination of information and deployment of the AMT. The Operations Manager will receive priority attention for all requests for assets. Information coordination between Program Managers will continue on a predetermined, set time basis. The Grubbs Emergency Services, LLC component of the AMT is responsible for all cost accounting procedures relevant to debris contracts. All data input and invoicing is performed in the assigned field offices at each disaster area. The corporate office then receives pertinent field documentation to track the project. Close coordination between Operations Managers and corporate level personnel allows for this simplistic project tracking.

All company assets, Grubbs personnel, and contractors deployed to an event are under the direct control and supervision of the Operations Manager. Release and deactivation of deployed assets will remain with the GES Operations Manager on scene until the tasking or contract is closed.

MOBILIZATION PLAN

Before the Storm

Grubbs Emergency Services, LLC response preparations begin well before a storm threatens our clients and often before the storm event has a name. Our trained staff follows the predicted path of systems as they begin forming in the Pacific, off the coast of Africa and/or in the Caribbean. Regular monitoring of these forecasts and developing weather conditions helps the company better prepare for the storm.

Critical to the success of the operation, several key steps must take place prior to mobilization. To that end Grubbs staff will:

- Contact municipalities expected to be affected by the approaching storm, to communicate the mobilization plan and assure them of a prompt response.
- Communicate with local government, clients and employees about the logistics of preparing for the storm and its aftermath
- Review equipment inventories and fuel supplies
- Confirm availability of company and contract resources
- Secure hotel accommodations in key areas for storm workers during voluntary and mandatory evacuation periods. Note: many of our workers are self-contained owning campers/buses
- Define staging areas

Notice-to- Proceed

- Once an approaching storm system, e.g., tornado, hurricane or ice storm with a predicted landfall is announced, Grubbs Emergency Services, LLC will commence its **24-hour "Notice to Proceed"** mobilization plan as directed by the Client. Our vast network of project managers, subcontractors and sub-consultants provide the company with the depth and breadth of resources to fully meet our contractual commitments and activate our storm response plan pre-storm.

Recall of Personnel

All Grubbs Emergency Services operations management and project managers will be contacted to report for their assignment. Next steps include

- Support personnel will be placed on notice by Grubbs Emergency Services Human Resources manager and/or senior management.
- Concurrently, primary subcontractors will be notified and apprised of mobilization plan for deployment to the zone of impact.
- When Grubbs-owned resources are mobilized, transport operators will be provided with instructions regarding equipment needs, equipment pickup location as well as the final delivery point for staging.
- Equipment operators and other key personnel will be instructed to report to their pre-assigned deployment location for briefings, assignment and travel to the impacted work area.
- As part of the Health and Safety plan, all personnel will be required to attend a site/task-specific hazard communications and safety training briefing prior to commencement of any tasks to ensure compliance with the Accident Prevention plan.

MOBILIZATION PLAN

The resources necessary to adequately support the Client's project, will progress as follows:

- 24 hours: 25% of staff deployed
- 48 hours: 50% of staff/subcontractors deployed
- 72 hours: 75% of subcontractors deployed
- 96 hours: 100% of subcontractors deployed

Advance Management Team

The Advance Management team members will report to a designated location for tasking and instructions as dictated by the "Notice to Proceed." Program/project managers will determine the site location(s) in the disaster area for the team's temporary field office, communications unit, and support systems. Note: All decisions are made with client involvement.

Temporary Housing and Subsistence Support

Team headquarters personnel will secure temporary housing by the following priority of choice: 1) rental property; 2) efficiency lodging rooms; 3) non-efficiency lodging rooms; 4) team or rental motor homes and/or travel trailers. Grubbs Emergency Services, LLC Team forward personnel will secure temporary sanitary facilities in the event that such permanent facilities are inoperable in the affected area. Team headquarters personnel will assure a reliable and safe supply of food and potable water for consumption by all personnel assigned to the field.

Personnel Training

All personnel records (management, supervisors, foremen, and laborers) will be reviewed prior to deployment of personnel, to ensure all personnel have appropriate documentation of current training for each position to which they may be assigned (in accordance with OSHA, EPA, and other applicable regulations and standards). Personnel requiring refresher training will be given a refresher course prior to being assigned to a position. Should refresher training be required, each personnel record will be amended, as appropriate to reflect that refresher training was accomplished.

Health and Safety

As part of the Health and Safety Plan, the team Safety Officer will conduct a safety briefing and personal protective equipment check prior to the departure of any personnel to ensure compliance with the Accident Prevention Plan. At team headquarters, personnel will establish and maintain an "At Home Emergency Contact List" including key medical information for all field personnel to ensure compliance with the Accident Prevention Plan

Equipment Transport

The Grubbs Emergency Services team and operators leading over-the-road equipment convoys will initiate equipment transport in accordance with mobilization plans. If the final destination and/or location(s) have the potential to impede an immediate response due to road closures and/or other storm-related issues, our network of sub-contracted transport operators in different regions will be notified to meet the mobilization requirements identified in the "Notice to Proceed" agreement. The equipment transport operators will be given specific direction regarding where to report to commence emergency work as required by "Notice to Proceed."

All trucks and containers used for the hauling of debris will be supplied with instructions regarding where to report for safety inspections, haul capacity evaluations and quantity measurement by field and client personnel. Each truck and haul container will be permanently numbered to reflect the truck number, contractor number, and haul capacity.

DEBRIS MANAGEMENT PLAN

The Grubbs team has been uniquely organized to provide the resources necessary for effective and efficient response to any disaster recovery effort.

Our project team is set up with one goal in mind ...to provide the personnel and technical capabilities necessary to effectively and efficiently respond to any level storm for which our Clients require assistance. The Grubbs team focuses on

- Organization and Reliability: Our dedicated personnel provide debris management expertise that is unparalleled in the industry. The team is committed to anticipating and managing our Clients needs and expectations as outlined in our Disaster Response Action and Mobilization Plans.
- Turnkey Approach: Grubbs Emergency Services, LLC is geared to address complex problems and challenges inherent with any major disaster. Our team is supported by a network of subcontractors and sub-consultants who are available on a 24/7 basis.
- Technology: Using state-of-the-art IT applications, such as our web-based Debris Management System, we can ensure efficiency of operation and a stream-lined approach to managing all aspect of disaster recovery services...from the first push through contract close-out.
- Value Added Services: The combination of our experienced managers, extensive resources, and data management tools enables us to provide value added services associated with all debris removal operations. This expertise reduces the time and subsequent cost of getting your community back on its feet after an event. We have a practical approach to project management – a philosophy we believe is in step with our Client's expectation for a return to normal as quickly as possible. Upon arriving at the scene of a storm event, GES develops a site-specific approach to achieve the mission and implements the plan aggressively to restore order in the community. As for Federal Highway Administration (FHWA) operations, it has become typical practice that disaster debris contracts are inclusive of the FHWA-1273 contract provisions. These contract provisions require that the contractor follow the documentation and operational requirements located therein. GES is very versed in the program and the associated requirements and we have supported several clients in their reimbursement efforts through this program.

GES Approach

Our team has developed and successfully field tested the following management plan. We are confident this plan will ensure the timely and cost-effective response for the removal of disaster-related debris. Our vast experience gives us a true understanding of the need for and the value of pre-disaster planning.

The Debris Management Work Plan is designed as a dynamic guide for management, supervisory, and field personnel. As needed, the plan is tailored to accommodate unique local circumstances or conditions, and/or contract amendments after an event occurs. Our ability to quickly adjust to the ever-changing requirements and storm differences separates us from our competition.

Cost and Schedule Control

The foundation for successful activity cost and schedule control is accurate management of all activities. Project costs are tied directly to the scheduled sequence and duration of the work. We reflect this integration in our baseline activity planning and subsequent tracking through our resource-loaded project schedules. This form of schedule planning permits us to clearly communicate the level of effort estimated for each element of the project and the affect of duration and production rates on the schedule and cost. Deviations from the baseline activity plan can then be easily modeled in real time to illustrate their impact on cost and schedule.

DEBRIS MANAGEMENT PLAN

Problem Resolution

Through the years, GES has learned that the best means of dealing with issues is early identification, prompt communication, and immediate action towards prevention or resolution. Through our project monitoring and reporting system, GES staff monitors each activity in order that concerns can be addressed before they impact project performance.

Quality Control

Quality control objectives are achieved for each activity through documented methods for planning, reviewing, implementing, and controlling activities affecting quality. The purpose of the Quality Control Program (QCP) plan is to provide a system that monitors specific activities of employees and subcontractors, each of whom has a responsibility for meeting the required quality objectives. These QC measures are used in all debris operations.

Specific QC requirements will be included in the Contractor Quality Control (CQC) Plan developed for each activity. To monitor QC activities, daily QC reports will be prepared in accordance with the contract specifications and submitted to the Operations Manager for all work activities.

Regulatory Compliance Assurance

Regulatory compliance and support is routinely provided as part of the QC Program. As required, Grubbs Regulatory Specialists will support the team on each activity in a well-defined framework for evaluation of regulatory requirements and assurance of compliance. If necessary, our regulatory staff will work closely with the activity team and our Client during the activity planning phase (the initial 48 to 96 hours) to:

- Develop the applicable or relevant and appropriate requirements (ARARs)
- Determine requirements for and obtain necessary permits, licenses, and approvals
- Determine any special field procedures for compliance
- Address regulatory aspects of pre-work submittals and planning

A Grubbs Regulatory Specialist will be available as needed to support the field staff throughout the restoration operation. For example, the Regulatory Specialist may be assigned to the activity to oversee management of waste and debris transportation and disposal, making sure that all regulations are followed relating to the labeling, storage, and disposal of waste materials. If hazardous waste is involved, the regulatory specialist will review the completed Manifest Package and certify that the information is correct and compliant with federal, state, and local laws and regulations.

The Grubbs team will be responsible for total management of transportation, storage, treatment and/or disposal procedures throughout the debris management activities, including scheduling, control, documentation, and certifications. The Regulatory Specialist will review all information provided and develop the transportation and disposal criteria, procedures, and practices sufficient to protect personnel and the environment and preclude the potential for hazards to off-site receptors from chemical, physical, and/or biological contamination.

Risk Management

The Grubbs team will be responsible for management of financial and legal risks associated with the performance of debris management activities in this contract. The requirements of each individual activity will be examined to characterize exposures to risk for the Client, the public and Grubbs Emergency Services staff and subcontractors personnel. Risk management procedures and methods include the following:

- Economic and physical risk management surveys for individual activities
- Sufficient insurance coverage to effectively manage exposure to risks
- Active subcontractor management to mitigate risk exposure

DEBRIS MANAGEMENT PLAN

- Accurate planning, budgeting, scheduling, and tracking to minimize overruns
- Management of long-term exposures regarding waste transportation, storage, treatment, and/or disposal
- Review of procedures for risk management, mitigation efforts, success of managing risks and exposures, and cost of risk management activities and overall effort

Subcontractor Management

In addition to our Subcontracting Plan, the Grubbs team will establish effective controls to monitor subcontractor progress consistent with the subcontractor's contractual obligations. This will be accomplished primarily through periodic subcontractor progress reports, subcontractor performance evaluation meetings, direct supervision, issuance of cure notices, and frequent communication with subcontractors. Subcontractors will be monitored and managed from a variety of other perspectives including:

- Verification that subcontractor personnel are trained and implement safe work practices.
- The Operations staff will exercise engineering, quality assurance, safety, and administrative surveillance over each subcontractor to ensure satisfactory performance and compliance with all applicable laws and regulations.

On-going review and analysis of subcontractor progress and performance, coupled with prompt implementation of corrective action, have proven to be effective tools for ensuring successful completion of subcontracts. Each subcontractor is required to participate with the Grubbs team in developing a progress schedule to ensure performance of the subcontracted work within the established performance period. The Operations staff will meet with subcontractors to establish a clear understanding of the scope, timing, and coordination of activities. Daily reports are prepared by both Grubbs Emergency Services personnel and subcontractor representatives to address significant events or problems in any of these areas. In addition, subcontractors are required to meet periodically with the team to discuss subcontractor performance. Problem areas are identified, addressed, and corrected at these meetings.

The Grubbs team uses pre qualified subcontractors to perform essential portions of this contract and stand behind the work of all GES subcontractors. Clients may prohibit the use of any GES subcontractor for reasonable cause.

Role of the Client

Successful execution of a Debris Management Work Plan requires a partnership and an understanding of roles and responsibilities. Our plan is based on the following assumptions of what our Client will ensure is accomplished:

- 1) Coordination with and between agencies or units of government, such as local public works departments, state departments of transportation, and federal agencies for delineation of roles and responsibilities
- 2) Issuance of "Notice to Proceed" which sets forth scope, terms, etc.
- 3) Preparation and/or acquisition of necessary forms to perform debris removal, such as Rights of Entry, Hold Harmless agreements, insurance declarations, leases, etc.;
- 4) Identification of an adequate number and size of sites for debris staging, as well as location of pre-approved disposal sites. *Note: Our team has the capacity and experience to perform or assist in these or other tasks should the need arise.*

Debris Removal Program Overview

The Grubbs team has extensive experience organizing and managing efficient, well-documented debris removal programs for events ranging from relatively small, localized events such as the cleanup from Tropical Storm Gabrielle (under 50,000 cubic yards) to large, widespread disasters such as debris removal for the 2004 Hurricane Season (over 8 million cubic yards).

DEBRIS MANAGEMENT PLAN

Our management approach is based on the combination of our experience with managing recovery work for disaster events and working with a wide variety of local, state, and federal Clients on engineering and construction programs across the United States.

Our experience allows us to offer the Client state-of-the art program management techniques that we have developed and applied to debris management and cleanup operations. Our approach is implemented through the use of:

- Personnel who have extensive backgrounds in organizing and managing large cleanup operations.
- Skilled monitoring and quality control personnel that provide frequent checks and feedback on how the cleanup effort is proceeding. Our quality control group routinely uses tools such as digital cameras, and aerial photography to assist with operation monitoring for the purpose of efficiency and compliance with contract and environmental requirements. Based on feedback, adjustments can be readily made to ensure that operations are proceeding in the desired manner and that crews are efficiently positioned.
- Schedule/production team to establish and maintain detailed work plans, project schedules, milestone tables, and other production tools to carefully track all work progress and effectively manage multiple sites and operations (e.g., ROW clearances, coastal debris removal, hazmat identification and disposal) as needed.

The GES Team

Operation Managers are the primary liaison between the Client and all Grubbs staff involved in the debris removal operation. Their primary responsibility is to monitor operational efficiency and compliance with all appropriate eligibility and regulatory requirements, and provide feedback to the Client. The Operations Managers direct day-to-day recovery work and keep restoration efforts moving in an efficient manner. They refine work schedules to reflect the needs of the project or activity; develop plans to address all needs and elements of the activity; coordinate the plan with the Client; monitor the entire effort to ensure on-time delivery; and coordinate with the all field staff to modify the schedule/operations as needed to improve efficiency.

All Project Managers and Field Supervisors report to the Operations Managers and are responsible for ensuring that work is conducted only in those areas designated by the Client. The management team will not allow work to commence in additional areas until directed by the Client. The field managers will be responsible for the safety of all personnel and equipment and are responsible for collection of daily personnel and equipment time logs, as well as the distribution of such documents to the Operations Manager with a copy given to the Client.

A Data Center Manager monitors operations through our tracking system, advises the Operations Manager on methods to improve efficiency, and will produce daily reports to evaluate the productivity of crews.

Contingent upon receipt and acceptance of a "notice-to-proceed" the following plan will be utilized.

Activity Management

The management procedures include methods for accomplishing the work, communications, and quality assurance/control verifications and, as necessary, corrective measures.

This section also highlights our approach to task management and execution, as well as GES capabilities to perform and manage each task. These include:

- Multiple site activity management

DEBRIS MANAGEMENT PLAN

- Implementation of a Disaster Response Action Plan (DRAP)
- Preparation of work plans and other pre-work submittals, as required by Client
- Timely acquisition of permits, licenses, and certificates
- Field Operations

The Field Management team will evaluate the components of each activity and disseminate information to the Operations Manager. The Operations Manager will assess the activity requirements and form an initial plan for approach and resources. An important feature of our management philosophy dictates that the Operations Manager remain with the project throughout all phases of work – from start to finish – to ensure continuity of management and QA/QC. This concept also extends to other key team personnel, assuring continuity in our operational approach.

Preparing Work Plans and Other Pre-Work Submittals

Working with the Client, the Grubbs team will develop standard formats for the work plans, reports, and other deliverables. This will provide efficiencies when preparing submittals, while facilitating Client review of documentation to confirm that all critical elements have been addressed in a timely manner.

Work plans and pre-work submittals will essentially provide written specifications for the entire work effort. Their submittal and approval will be an agreement between the Client and the Grubbs team regarding both the scope of work and how it will be accomplished. Grubbs team members will prepare and submit work plans in accordance with the submittal schedule established during activity negotiations. We anticipate submitting the following plans, as a minimum, for each activity:

- Comprehensive Hazard Communications Plan
- Site Management Plan (SMP)
- Site Safety and Health Plan (SSHP)
- Contractor Quality Control Plan (CQCP)
- Accident Prevention Plan

Permits, Licenses, and Certificates Acquisition

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the extent and degree of damage. The permitting process is a function of the location and regulatory status of the site. The Grubbs team will work closely with the Client and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates. Final delineation of the number and type of permits required is expected to be a part of the finalization of the activity work scope. While formal permits may not be required for some sites, the Grubbs team will identify the requirements and demonstrate compliance, even though permits are not required. Some of the permits that we anticipate being required for this type of work include, but may not be limited to, the following:

- DOT Permits – oversized loads and commercial drivers licenses
- Excavation Permits – land disturbance permit; construction permit; demolition permits
- Clean Water Act (NPDES) Permits – emergency discharge permit; indirect discharge permit; wetlands disturbance permit; storm water management permit
- Clean Air Act (Emissions) Permits – burn permit (air curtain incinerators); stack monitoring permit; fugitive emissions (dust) control permit

Activity Management Methods and Controls

Grubbs activity teams will implement well-established management control methods to ensure successful completion of each activity. These activity-level control mechanisms “flow down” from the mandated corporate- and program-

DEBRIS MANAGEMENT PLAN

level procedures described previously. This section highlights the activity-level management control methods that we will implement throughout debris management activities.

Activity Reports and Record Documentation

The Grubbs team will prepare and submit operational reports throughout task performance. On-going activity reports submitted will contain the following information:

- Contractor name
- Contract number
- FHWA Roads
- Daily and cumulative hours for each piece of equipment
- Reports and graphs to delineate production rates of crews, progress by area, and estimations of total quantities remaining and time to completion
- Daily and cumulative hours for personnel or equipment, by position or daily and cumulative cubic yards of debris removed
- GES Management review and approval

Final Report

A Final Report will be prepared by the Grubbs team for each activity. The Final Report will be submitted within 30 days of completion of each activity. At a minimum, the following information will be included in this report:

- Discussion of activity requirements and results
- Copies of manifests, certificates, and related documents
- Logbooks and all other data taken during the implementation of the TO

Activity Meetings and Communications

Open, timely conversations and written documentation are significant actions to provide successful completion of each activity. Throughout the execution of each activity, Grubbs team members will meet with Client representatives and conduct briefings prior to the event and as necessary throughout the project.

The Grubbs team will provide a weekly record (confirmation notice) of all discussions, verbal directions, telephone conversations, and other communications in which a Grubbs or subcontractor representative participated on subjects related to each activity. Confirmation notices will be sequentially numbered and will identify all participating personnel, topics discussed, and all conclusions reached. The Grubbs team will forward a copy of the confirmation notices to Client. If the confirmation notice deals with a change in scope, a cost proposal, or the schedule, the notice will be immediately forwarded to the Client's Contract Division for communication and distribution.

Work Stages

Emergency Debris Clearance

Historically, the term has been referred to as the initial "push" or clearance of debris from roadways and streets. For the purposes of this plan, emergency debris clearance shall mean Client-directed work on any/all properties, public and/or private.

Operations Managers are responsible for ensuring work is conducted only in impacted areas identified by FEMA and/or other federal/state agencies. Work will not commence in areas outside of the designated boundaries unless specifically tasked by the Client. Operations Managers will be responsible for the safety of all personnel and

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equipment. Additionally, they will be responsible for the collection of daily personnel and equipment time logs, and for the distribution of such documents including the Client's copy.

Maintenance and fuel vehicles will be assigned to provide an adequate supply of fuel and supplies to maintain equipment operations.

Operations activities include

1. Debris clearance from roads as tasked by Client
2. Debris clearance from parking lots, areas of ingress and egress, and any other area including hospitals, shelters, emergency operations center, etc., as tasked by the Client. The priority of the operation is to clear the debris. Operators and hand crews will be instructed to perform in a workman-like manner to prevent damage to salvageable and/or undamaged property and to prevent personal injury, thus ensuring compliance with the Accident Prevention Plan
3. Attempt to make roadways and intersections as safe as possible from sight and traffic obstructions, thereby ensuring compliance with the Corporate Accident Prevention plan
4. All supervisors will maintain personnel and equipment hours on a per-day basis.

Debris Pick-Up

Debris Pick-Up is the transport of debris cleared from roadways and streets. Transport will commence upon receipt of an activity checklist and notice-to-proceed from the Client. Debris pick-up operations will proceed in an orderly and manageable fashion on streets and roads sufficiently cleared for access, as designated by the Client activity. This activity will be communicated to residents by way of a Public Service Announcement.

Operations activities include

1. Debris segregation and sorting will be conducted at street/road level to the maximum amount practical and as instructed by Client activities.
2. As part of the Health and Safety Plan, all debris will be picked up and loaded into haul trucks in a safe and workman-like manner to ensure compliance with the Accident Prevention Plan. Safety will not be compromised.
3. All crew foreman and field supervisors will be responsible for ensuring operations are as rapid and cost-effective as possible.
4. All construction and demolition materials will be sized using heavy equipment to ensure maximum loading and safe transport of materials within EPA and DOT standards.
5. Obvious hazardous materials will be dealt with in accordance with the Client activity or, at a minimum, the specifications of the solicitation.
6. As part of the Health and Safety Plan, traffic control personnel, with appropriate traffic control safety equipment, will be stationed at each approach point of the work area to maintain traffic control and to prevent personal injury, thus ensuring compliance with the Accident Prevention Plan. Additional traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.

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7. Once debris has been loaded into an appropriate haul vehicle, the necessary documentation will be completed before the vehicle departs the pick-up site. Such documentation will consist of the four-part ticket used by the Client.

Debris Hauling

Debris hauling consists of the transportation of debris to designated locations. Field supervisors will ensure that all hauling operations comply with local, state, and federal DOT standards ensuring compliance with the Accident Prevention plan component of the Health and Safety plan.

Operations activities include

1. All debris-hauling operators will be given area maps designating assignment/authorized areas of operations, as well as transport routes, designated and/or approved by the Client.
2. All debris haul operators will visibly display signs provided by Grubbs Emergency Services, LLC and, if applicable, the Client. These magnetic signs will be placed on the driver and passenger doors of the vehicle cab. Any signs provided by the Client will be displayed on both sides of the forward-most section of the vehicle bed, unless otherwise directed by the Client activity.
3. All signs will be removed from the exterior of the vehicle at the close of business each day and secured by the driver to prevent theft or loss. Signs will be replaced on the vehicle at the beginning of the workday.
4. Each haul truck will be numbered on the trailer to reflect pertinent identification and capacity. The number will be in permanent markings and will be specific to that haul truck for the duration of the project.
5. Hauling capacity for each truck will be based on the interior dimensions of the truck's metal dump bed. Such capacity will be quantified in cubic yards.
6. A Client representative may be present for all measurements at Client's option.
7. Once debris has been loaded into an appropriate haul vehicle, the necessary documentation will be completed before the vehicle departs the pick-up site and will include the Client debris load ticket.

Haul Truck Bed Configurations

All haul truck beds will be equipped with tailgates constructed of appropriate materials (i.e., chain link fence, safety fence, etc.) to safely contain debris, allow each haul truck to be loaded to its capacity, and allow for rapid dumping of debris from the bed.

Any haul truck bed that has, or will have, vertical extensions installed, will comply with the following restrictions:

- Haul truck bed extensions will comply with all applicable local, state, and federal laws.
- Bed extensions, when installed, will be located and secured to the front-end, left side, and right side of the bed.
- Bed extensions will not extend beyond 24 inches above the manufacturer's bed height.
- Bed extensions will be constructed of not less than 2" x 6" lumber placed flush against the manufacturer's bed and each subsequent piece of lumber to withstand loader impact. Lumber will be secured to the manufacturer's

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bed with angle or channel iron and bolts. Each side extension will be secured with metal brackets and bolts to the front-end extension.

- Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations.

Debris Staging

Debris staging is the placement of disaster-related debris at a predetermined site and/or facility created to support the necessary functions of post disaster debris management.

Debris staging sites will be located, acquired, and designated by the Client. Construction of debris staging will commence immediately upon receipt of an activity or "notice-to-proceed" from the Client. The Grubbs team will ensure debris staging site construction is accomplished as rapidly as possible, since staging sites are critically important to the debris removal process as a whole.

Site Access

Separate points of ingress and egress will be established, if possible. Temporary acceleration and deceleration lanes will be established adjacent to the primary road leading to and from site access points, if approved by Client and the appropriate authority having jurisdiction over the primary road right-of-way. All temporary roads leading to and through the debris staging site will be constructed and maintained for all-weather use (i.e., rock laid roads).

Inspection Towers

Inspection towers will be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. Once a haul vehicle arrives at the staging site, the driver will give remaining copies of the haul ticket to the Client representative.

Traffic Controls

Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular and pedestrian traffic control. Additional traffic control personnel will be stationed throughout the site, as needed, to enforce proper dumping and to prevent personal injury, thus ensuring compliance with the Accident Prevention Plan as part of the Health and Safety Plan.

Environmental Protection

The Grubbs "Environmental Protection plan," which addresses issues such as erosion control, hazardous and toxic wastes, and dust and smoke control (following requirements of the Clean Water Act (CWA), the Storm Water Act, the Resource Conservation and Recovery Act, Superfund Amendments, the Reauthorization Act, and others), is an internal document used by our team to address environmentally sensitive issues and is available in entirety upon request. Environmentally sensitive areas (i.e., wetlands, habitat, historical sites, etc.) within, or in proximity to, a debris staging site will be avoided, designated as sensitive, protected, and access restricted to the extent possible from adverse impact. Activity within environmentally sensitive areas will be prohibited, and all requirements of pertinent environmental standards will be followed.

Hazardous and Toxic Waste Debris Operations Plan

Each component of the debris mission or activity is comprised of debris collection, staging, reduction, and disposal and may involve the handling of hazardous toxic waste. The following is an overview when hazardous toxic waste is involved.

The contents and provisions of the Environmental Protection Contingency plan for Debris Removal Operations exist to provide a plan of action to be utilized in the event of an emergency situation e.g., fire, explosion, or release of

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hazardous waste or materials that could threaten life, property, or the environment. Each site provides unique hazards (i.e., terrain, waste containment) and notification procedures, however any personnel that may be directly involved with emergency operation procedures will be briefed to gain an understanding of the tasks that may be necessary for successful mitigation of the event.

Action levels will be established and may change as each situation dictates. Anticipated action levels are as follows:

Action Level I – This level includes normal operating conditions with no suspected releases or hazardous environments. Operations may continue in Level D clothing with scheduled environmental monitoring.

Action Level II – Level II will be implemented when a release is suspected, however unconfirmed. Personal protective clothing will change from Level D to Level C, including air-purifying respirators, and unscheduled environmental monitoring will take place to detect presence and/or concentration of the product(s) being released. Proper safe handling techniques will be used to reduce possible contamination.

Action Level III – When a release of hazardous waste or material has been confirmed, immediate implementation of the environmental plan will occur.

Emergency Procedures

Notification, isolation, protection, identification, spill/leak control, fire control, and termination procedures will be outlined in the Site-specific Safety Plan and based on the current condition of the Client's needs.

Environmental, Health and Safety Compliance

Work performed at debris staging sites will be conducted in compliance with all federal, state and local environmental, health and safety requirements. GES staff and their subcontractors shall maintain compliance with the Corporate Accident Prevention plan, a component of the Corporate Safety plan.

Training

Due to the potential of encountering hazardous environments and/or materials during debris removal operations, training will be contingent upon conditions encountered at each site. Site-specific training does not, however, exempt personnel from the basic required training set forth by the Grubbs team for activity in and/or around debris removal operations and/or emergency operations.

Site-specific training requirements may include, but are not limited to, types of hazards, quantities, locations of hazards, confined spaces, safety and health considerations, equipment considerations, capabilities of site personnel and equipment, and hazard communications.

Safety Precautions

Water Trucks

The required number of water trucks will be stationed at all debris staging sites. Water trucks will be used to reduce the threat of fire from all types of debris. If necessary, water trucks will also be used in fire suppression operations. Water trucks will be used to dampen areas, including temporary roadways, to suppress dust from trucks entering and leaving the debris staging site.

Fire Extinguishers

Fire extinguishers will be located throughout debris staging site, as required by the site management plan, site safety plan, OSHA requirements, and Client activity. All debris staging site personnel will be trained in incipient fire suppression operations and safety procedures, including operation of fire extinguishers and water trucks, to ensure compliance with the Accident Prevention Plan as part of the Health and Safety Plan.

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Field Supervisors/Crew Foreman

Debris staging site supervisors will be responsible for management of all operations of the debris staging site including site safety, haul load inspection, segregation, traffic control, dumping, reduction, security, and remediation.

Hazardous Material Containment Area

Our team will construct each hazardous materials containment area using the following methods:

1. The first step will involve determining the sub-grade of the existing area by excavating test holes using a backhoe to various depths. If material is suitable for berm construction, Grubbs personnel will excavate a 30' x 30' area to a depth satisfactory to the contracting officer. Material from the excavation will be used to construct a five-foot berm around the perimeter. If the material is not suitable for berm construction, then suitable material will be hauled in from an approved off-site source. The crest of the berm will be a minimum flat surface two feet in width, sufficient for the placement of staked hay bales.
2. The cell will then be lined with a heavy gauge plastic liner, which overlaps the hay bales. The perimeter of the plastic liner will be held in place using an anchor trench. The liner will then be covered by six feet of soil to protect the liner from punctures. The interior of the containment area will have, at 10 feet off the center, metal posts welded to a 2' x 2' base. The top of the metal post will have a tee fitting and a minimum of 24-inch of pipe to prevent damage to the plastic cover that will be used when it is raining or when the hazardous material containment area is not in use.
3. An access ramp, constructed of excavated materials to allow safe and productive placement of hazardous materials, will be provided. If incompatible materials are to be stored, the containment area will be modified by constructing separator berms with an additional heavy gauge plastic liner providing complete separation between the incompatible materials. For this reason, the berms constructed will be built at a sufficient height to replace the interior supports. Additional access ramps will be constructed to provide entrance to each required cell.

Debris Staging Site Remediation

Remediation of debris staging sites is the process of returning the site to pre-use and, in some cases, pre-event condition. Debris staging site remediation is performed in four phases: Phase 1 Pre-use Inspection, Sampling and Documentation; Phase 2 Environmental, Health and Safety Compliance; Phase 3 Closure procedures; Phase 4 Final inspection, release, and acceptance.

Pre-use Inspection

Each debris staging site require inspection prior to use, for the following: existing topography; existing vegetation (grass, shrubs); on-site or near-site water sources; existing structure and their current condition; and any other distinguishing characteristics such as hazardous and/or non-hazardous materials stored on site. A basic Environmental Impact Statement, in accordance with the Grubbs Environmental Protection Plan will be accomplished.

Environmental Sampling

Random soil samples, surface and subsurface, will be taken and sealed in containers for comparison with post-use samples taken at the time of site closure. Prior to sealing these samples, a small portion of each sample will be field tested to determine the presence of contaminants prior to use of the site. On-site and off-site samples will be taken of any impact able water source. Water source samples will be stored and tested using the criteria stated above. Samples of both water and soil will be taken, in accordance with the above standards, after operations have ended (post use samples). Post-use samples and pre-use samples will be tested in a certified laboratory to determine the presence of contaminants.

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- Contaminants identified in the pre-use field test (a determination of whether or not a particular site or area of a site will be used for staging) will be agreed upon by a Grubbs Operations Manager and the Client.
- Contaminants identified in the post-use field test (results that were not present in pre-use test results, remediation of the site, or an area of the site) will be remediated in accordance with federal, state, and local regulations, as well as current industry standards

Documentation

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

Debris Segregation

Debris segregation is the physical sorting of mixed debris into accepted categories: 1) vegetative, 2) construction and demolition (C&D), 3) hazardous and toxic waste (HTW), 4) salvageable/recyclable, and 5) white goods. Debris segregation allows for proper sorting of debris into acceptable categories.

Street/Road Level Segregation

All foremen will direct debris removal personnel to segregate debris into five areas: 1) vegetative debris; 2) C&D debris; 3) recyclable/salvageable materials; 4) white goods; and 5) HTW. White goods and HTW will be left at the curbside, unless otherwise specified in the Client activity. Segregation of debris at the street/road level will not take precedence over completing street/road debris removal operations in a safe and rapid manner.

All personnel conducting debris segregation at the street/road level will receive a safety briefing on potential hazards and injury prevention to ensure compliance with the Accident Prevention Plan as part of the Health and Safety Plan.

Debris Segregation at Staging Sites

Staging site supervisors will ensure that all debris haul operators deposit debris in areas designated for the type of debris hauled. Vegetative debris will be placed into two separate piles. The first pile (pile one) will be a dumping point until a sufficient quantity has been accumulated to begin a continuous reduction operation. Pile two will be started and accumulated until reduction of pile one has been completed, at which time dumping of vegetative debris on pile two will cease, and pile one will be replenished. This rotation will continue until the task is completed.

All personnel involved in vegetative debris segregation operations will receive a safety briefing for all affected jobs to ensure compliance with the Accident Prevention Plan as part of the Health and Safety Plan.

Debris Reduction

The following guidelines detail debris reduction operations not previously addressed. If required by a Client activity or notice-to-proceed, night operations may be conducted. Such operations will be conducted in the manner (burning or grinding) specified by the Client activity. Night operations will only be conducted upon Client determination and after agreement by both parties that such operations can be conducted in a safe manner.

A dumpsite foreman will be assigned to each operation, and when required by Client activity, a night foreman will be assigned.

Grinding Operations

Grinding and/or chipping operations will be accomplished on all vegetative debris not reduced by burning operations. Grinding and/or chipping operations are the preferred method of reduction for vegetative debris to accomplish environmental resource conservation through recycling/salvaging of wood chips. Although this operation is preferred for environmental purposes, it is the more time consuming and costly due to materials handling, haul and disposal costs after grinding and/or chipping operations have been completed.

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Based on local circumstances, grinding and/or chipping operations of C&D materials may be discouraged by and within numerous jurisdictions. Such operations will be accomplished on the type of debris (vegetative and/or C&D) as directed by Client activity. For vegetative debris, such operations will be accomplished as described below:

- Vegetative debris will be placed into two separate piles and handled as previously discussed.
- All personnel involved in vegetative debris grinding and/or chipping operations will receive a safety briefing for all affected job functions. A track-type tractor with blade or a rubber tire loader will pick up and stockpile chips for temporary storage. Chips will be loaded out and hauled to a final disposal site as quickly as possible to reduce the threat of a fire conflagration. All appropriate fire protection measures will be established and maintained in accordance with the Site Management plan, the Site Safety plan, and the Client requirements.

Safety Precautions

Water Trucks

Water trucks will be utilized to reduce the threat of fire from all types of debris. If necessary, water trucks will also be used in fire suppression operations.

Fire Extinguishers

Fire extinguishers will be located throughout each debris staging area. All grinding and/or chipping operations personnel will be trained in incipient fire suppression operations and safety procedures, including operation of fire extinguishers and water trucks, to ensure compliance with the Accident Prevention plan, a component of the Health and Safety plan.

Burning Operations

Air curtain burning of debris is the preferred method of the Grubbs team. Air curtain burning will be accomplished on vegetative debris and clean woody debris only, unless otherwise directed by Client requirements. Under no circumstance will air curtain burning be conducted on C&D debris that is known, considered, or suspected to contain environmental/health hazardous materials. All personnel involved in air curtain burning operations will receive safety training pertaining to these hazards to ensure compliance with the Accident Prevention plan as part of the Safety plan.

Air curtain burning will be conducted below ground level in compliance with the specification identified in the Client activity plan. The pit will be at least eight feet, and no more than 20 feet, in depth and will be no wider than 1.1 times the width of the air curtain nozzle, and no longer than 10-12 feet (15 feet maximum). No air curtain burning will be conducted within 1,000 feet of a structure or within 100 feet of the debris pile. An area of not less than 100 feet surrounding each burn site will be cleared of all combustible materials and will be marked to delineate the area as restricted. All burning will be accomplished as set outlined in the conditions of the required permits.

Ash Disposal Area

At the end of each burning cycle, ash residue from the burning operations will be removed from the burning area and placed in a pre-identified Ash Disposal Area. Burning operations personnel will use this area to temporarily store the ash material prior to final disposal. The ash residue will be tested in accordance with the soil testing procedures located in the team's EPP to establish the need for installing a ground water protection barrier in the Ash Disposal area. Should a liner be required, an impervious layer of clay and/or limestone will be used to protect the aquifer (ground water) from potential contamination. This liner will be replaced and reinstated should it be disturbed or removed by heavy equipment operations.

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Control of dust produced as a result of handling and/or storage of ash residue will be accomplished in accordance with the appropriate requirements of applicable regulatory agencies. Once the ash residue has reached a quantity that requires disposal, samples of the ash will be taken and examined in accordance with the Client activity plan and applicable regulatory agencies, to establish the requirements for disposal (Class I Subtitle D Landfill vs. Class III Landfill vs. agricultural recycling techniques).

Debris Disposal

Debris disposal is the pre-planned, pre-approved operation of placing debris in its final resting place. Debris disposal operations can be segmented into three distinct operations: haul to debris disposal site, physical operation of debris disposal site, and operation of debris disposal site.

Disposal Sites

A disposal site may be a dump and/or a landfill owned and operated by a private or public sector. Non-burnable debris will be disposed only at a dump and/or landfill designated to receive materials other than toxic hazardous waste.

Operations

All field supervisors will ensure that all debris disposal hauling operators are licensed and/or certified to operate the required equipment. All debris disposal operators will be given area maps designating assignment/authorized areas of operations, as well as transport routes designated and/or approved by the Client. All debris disposal haul operators will visibly display colored signs provided by the Grubbs team and, if applicable, the Client. The Grubbs signs are magnetic and will be placed on the driver's and passenger's side doors of the vehicle cab. Any signs provided by the Client will be displayed on both sides of the forward-most section of the vehicle bed, unless otherwise directed by the Client activity plan. All signs will be removed from the exterior of the vehicle at the close of each business day and will be secured by the driver to prevent theft or loss. Signs will be replaced on the vehicle at the beginning of the next work day. Colored paper signs/passes will be displayed in the driver's side windshield of each vehicle. The color of the sign/pass is subject to change without notice, to ensure quality control measures regarding authority to exit work sites and enter disposal site(s).

Closure Procedures

Pre-use inspection and documentation information will be used as a guide to restore each site to pre-use condition.

Removal of Debris

Debris residue not taken to the appropriate disposal site during debris disposal operations will be collected, recorded, and hauled to the appropriate disposal site.

Removal of Temporary Structures

All temporary structures, such as fencing, inspection towers, temporary offices, sanitary facilities, etc., will be removed from each site.

Landscape Operations

Each site will be graded as required to return the topography to pre-use elevations, unless otherwise directed by Client activity plan. Each site will be restored to its pre-use vegetative condition by seeding, fertilizing, and laying of straw, as well as replacement of agreed-upon shrubs and/or trees.

Final Debris Documentation and Contract Close Out

These documents are not included as they are beyond the scope of the contract however they will be furnished to the Client upon request.

GES DEBRIS MANAGEMENT DATABASE

The cornerstone of our success is due, in part, to our proprietary Debris Management Documentation system. The internet-based system surpasses all data management systems that are currently available through the State of Florida and FEMA. Working with Grubbs Emergency Services, LLC the client is granted 24/7 access to this system. Utilizing an internet connection, and a secure password, the client has immediate access to all work in progress. Moreover, same-day reporting of all work-related activity is available. The method provides access to invoices, daily haul summaries, truck certifications and associated documentation in Spread sheet and database reporting formats. In addition, scanned images of the actual documents are stored on secure servers. Another benefit of the system allows for complete documentation review from "push' through "close out", easing the client's burden to document and meet stringent FEMA FEMA and FHWA requirements. Our clients' have enjoyed unprecedented success using this high tech solution to conquer the paperwork burden associated with FEMA Public Assistance reimbursement. FHWA road are establish before a storm hits, by receiving a list from the client and at the issuing of the Notice to proceed our data center enter all roads cover under the FHWA. This makes it easy to track the FHWA roads and allows for separate billing for the client. Please feel free to visit our web site at ppt://database.grubbses.com to view a demonstration of our data management process.

User Name: (sample) Password: (sample)

SECTION FIVE – PRICE PROPOSAL AND REQUIRED DOCUMENTS

- **Proposal Pricing**
- **Letter and Insurance Certificates**
- **Offeror's Certification**
- **Public Entity Crimes**
- **Certified Resolution**

TOWN OF SOUTHWEST RANCHES, FLORIDA
 DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
 RFP No. 11-004

1. Fees should be provided by unit cost. ***"Cradle to grave" unit price contracts are recommended for debris so that costs for reduction, hauling, disposal, site management and collection are easier to track and separate for the FHWA and FEMA portions. The price for managing debris represents the cost from cradle to grave unless otherwise noted.***
2. Hourly fees should be provided, to establish fees for potential additional work, if any.
3. All rates shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with equipment and personnel.

Item	Description of Services	Unit	Cost
1	Emergency road clearance (PUSH) including machinery and operator (see Note 3)	Hourly	\$ No Charge
2	Management, Site Restoration and Closure of TDSRS based on cubic yards hauled in by Contractor or other than Contractor (see Note 2)	Cubic Yard (CY)	\$ 1.00
3	Removing vegetative debris from public property and rights of way and hauling to TDSRS, 0 – 10.9 one way miles	CY	\$ 7.50
4	Removing vegetative debris from public property and rights of way and hauling to TDSRS, 11 – 30 one way miles	CY	\$ 8.00
5	Removing vegetative debris from private roadways and central collection points within the private community and hauling to TDSRS, 0 – 10.9 one way miles	CY	\$ 7.50
6	Removing vegetative debris from private roadways and central collection points within the private community and hauling to TDSRS, 11 – 30 one way miles	CY	\$ 8.00
7	Chipping debris on public property and rights of way and hauling mulch directly to final disposal site, 0 – 10.9 one way miles (see Note 1)	CY	\$ 10.00
8	Chipping debris on public property and rights of way and hauling mulch directly to final disposal site, 11 – 30 one way miles (see Note 1)	CY	\$ 12.00
9	Chipping debris from private roadways and central collection points within the private community and hauling mulch directly to final disposal site, 0 – 10.9 one way miles (see Note 1)	CY	\$ 10.00
10	Chipping debris from private roadways and central collection points within the private community and hauling mulch directly to final disposal site, 11 – 30 one way miles (see Note 1)	CY	\$ 12.00
11	Chipping debris at the TDSRS based on cubic yards hauled into the TDSRS by Contractor or other than Contractor	CY	\$ 1.00

TOWN OF SOUTHWEST RANCHES, FLORIDA
 DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
 RFP No. 11-004

12	Mulch loading, hauling of chipped debris from the TDSRS to final disposal site, 0 – 30 one way miles, and dumping for final disposal all vegetative debris generated from grinding/chipping operations (see Note 1)	CY	\$ 11.00
13	Removing construction and demolition debris, white goods, mixed debris, or non burnable items, from public property, and rights of way and hauling to TDSRS, 0 – 10.9 one way miles	Ton	\$ 75.00
14	Removing construction and demolition debris, white goods, mixed debris, or non burnable items, from public property, and rights of way and hauling to TDSRS, 11 – 30 one way miles	Ton	\$ 85.00
15	Removing construction and demolition debris, white goods, mixed debris, or non burnable items, from private roadways and central collection points within the private community and hauling to TDSRS, 0 – 10.9 one way miles	Ton	\$ 75.00
16	Removing construction and demolition debris, white goods, mixed debris, or non burnable items, from private roadways and central collection points within the private community and hauling to TDSRS, 11 – 30 one way miles	Ton	\$ 85.00
17	Processing of C&D debris, white goods, mixed debris or non burnable items at TDSRS and hauling to final disposal site. (see Note 1)	Ton	\$ 100.00
18	Removing hazardous waste from public property and rights of way and hauling to TDSRS, 0 – 10.9 one way miles	LB	\$ 1.00
19	Removing hazardous waste from public property and rights of way and hauling to TDSRS, 11 – 30 one way miles	LB	\$ 1.00
20	Removing hazardous waste debris from private roadways and central collection points within the private community and hauling to TDSRS, 0 – 10.9 one way miles	LB	\$ 1.00
21	Removing hazardous waste debris from private roadways and central collection points within the private community and hauling to TDSRS, 11 – 30 one way miles	LB	\$ 1.00
22	Processing of hazardous waste at TDSRS and hauling to final disposal site. (see Note 1)	LB	\$ 100.00
23	Removing leaning trees and hanging limbs to include machinery and operators, limbs greater than 2" in diameter	Per tree	\$ Included in Curb side Pricing
24	Removing leaning trees and hanging limbs to include machinery and operator, limbs equal to or less than 2" in diameter	Per tree	\$ Included in Curb side Pricing
25	Burning debris at TDSRS and disposal of ash based on cubic yards hauled into the site (Vendor responsible for burn permit)	CY	\$ 0.75
26	Extracting and hauling of stumps, 6" to 11.99" in diameter	Stump	\$ Included in Curb side Pricing
27	Extracting and hauling of stumps, 12" to 23.99" in diameter	Stump	\$ Included in Curb side Pricing
28	Extracting and hauling of stumps, 24" to 47.99" in diameter, including backfill	Stump	\$ Included in Curb side Pricing
29	Extracting and hauling of stumps, 48" or larger in diameter, including backfill	Stump	\$ Included in Curb side Pricing
30	Hauling cost per miles beyond 30 miles	CY/Mile	\$ 0.19

TOWN OF SOUTHWEST RANCHES, FLORIDA
 DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
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Included in Curb side

31	Reduction of stumps 24" to 47.99" in diameter by grinding at TDSRS	Stump	\$ Pricing
32	Reduction of stumps 48" or larger in diameter by grinding at TDSRS	Stump	\$ Pricing
33	Stump grinding, 0 to 23.99" (in place)	Stump	\$ No Charge
34	Stump grinding, 24" to 47.99" (in place)	Stump	\$ No Charge
35	Stump grinding, 48" to 83.99" (in place)	Stump	\$ No Charge
36	Stump grinding – great than or equal to 84" (in place)	Stump	\$ No Charge
37	Grinding of roots emanating from stumps	Per ft	\$ No Charge
38	Removal and hauling of unattached stumps from public rights of way or private communities, 24" to 47.99" to the TDSRS	Stump	\$ Included in Curb side Pricing
39	Removal and hauling of unattached stumps from public rights of way or private communities 48" or larger to the TDSRS	Stump	\$ Included in Curb side Pricing
40	Collection of plastic bags containing vegetative debris and other loose debris from public rights of way and hauling to TDSRS		\$ Included in Curb side Pricing
41	Pre-event staging (loader with grapple and operator, pick up truck and driver, tandem axle dump truck with driver, 2 men with chain saws	Per crew Per hour	\$ No Charge
42	Pre-event staging per diem per person	Per day	\$ No Charge
43	Usage of helicopter with pilot for damage assessment	Per hour	\$ No Charge
44	Generators, 100 kw	Per wk	\$ 1500.00
45	Generators, 350 kw	Per wk	\$ 2500.00
46	Generators, 600 kw	Per wk	\$ 6000.00
47	Freon management and recycling	EA	\$ No Charge
48	Traffic Barricades	EA	\$ 10.00

INTENTIONALLY LEFT BLANK

TOWN OF SOUTHWEST RANCHES, FLORIDA
 DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
 RFP No. 11-004

Item	EQUIPMENT DESCRIPTION	UNIT	UNIT PRICE
1	JD 544 Wheel Loader with debris grapple	Hour	\$ 120.00
2	JD 644 Wheel Loader with debris grapple	Hour	\$ 120.00
3	Extendaboom Forklift with debris grapple	Hour	\$ 60.00
4	753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 60.00
5	753 Bobcat Skid Steer Loader with bucket	Hour	\$ 60.00
6	753 Bobcat Skid Steer Loader with street sweeper	Hour	\$ 60.00
7	30-50 HP Farm Tractor with box blade or rake	Hour	\$ 50.00
8	2-2 1/2 cu. Yard Articulated Loader with bucket	Hour	\$ 60.00
9	3-4 cu. Yd. Articulated Loader with bucket	Hour	\$ 60.00
10	JD 648E Log skidder, or equivalent	Hour	\$ 60.00
11	CAT D4 Dozer	Hour	\$ 100.00
12	CAT D6 Dozer	Hour	\$ 120.00
13	CAT D8 Dozer	Hour	\$ 200.00
14	CAT 125-140 HP Motor Grader	Hour	\$ 110.00
15	JD 690 Trackhoe with debris grapple	Hour	\$ 150.00
16	JD 690 Trackhoe with bucket and thumb	Hour	\$ 150.00
17	Rubber Tired Trackhoe with debris grapple	Hour	\$ 90.00
18	JD 310 Rubber Tire Backhoe with bucket and hoe	Hour	\$ 90.00
19	Rubber Tired Excavator with Debris Grapple	Hour	\$ 120.00
20	210 Prentiss Knuckleboom with debris grapple	Hour	\$ 140.00
21	Self-Loader Scraper Cat 623 or equivalent	Hour	\$ 140.00
22	Hand Fed Debris Grinder	Hour	\$ 175.00
23	300-400 Tub Grinder	Hour	\$ 550.00
24	800-1,000 HP Diamond Z Tub Grinder	Hour	\$ 550.00
25	30 Ton Crane	Hour	\$ 170.00
26	50 Ton Crane	Hour	\$ 300.00
27	100 Ton Crane (8 Hour Minimum)	Hour	\$ 500.00
28	40-60' Bucket Truck	Hour	\$ 150.00
29	Service Truck	Hour	\$ 150.00
30	Water Truck	Hour	\$ 100.00
31	Portable Light Plant	Hour	\$ 50.00
32	Equipment Transports	Hour	\$ 90.00
33	Pickup Truck, unmanned	Hour	\$ 50.00
34	Single Axle Dump Truck, 5-12 Cu. Yd.	Hour	\$ 50.00
35	Tandem Dump Truck, 16-20 Cu. Yd.	Hour	\$ 95.00
36	Trailer Dump Truck, 24-40 Cu. Yd.	Hour	\$ 100.00
37	Trailer Dump Truck, 61-80 Cu. Yd.	Hour	\$ 115.00
38	Power Screen	Hour	\$ 200.00
39	Stacking Conveyor	Hour	\$ 50.00
40	6 Wheel Drive Heavy Off Roads Trucks	Hour	\$ 200.00

KILLINGSWORTH

AGENCY, INC.

GENERAL INSURANCE AND REAL ESTATE



April 14, 2011

Re: Grubbs Emergency Services LLC
General Liability-Seneca Specialty Insurance Company
Policy # BAG1003835

To Whom It May Concern:

Please be advised that **Grubbs Emergency Services LLC** is currently insured for general liability in the amount of \$1,000,000 per occurrence with the carrier as shown above.

Upon the award and *notice to proceed* of any bid that is approved, this insured has secured a carrier to issue an umbrella policy with an additional limit of \$5,000,000 to become effective upon insured's request. This can include the endorsement (if required) to add the entity awarded the bid as an additional insured.

Sincerely,

A handwritten signature in cursive script that reads 'Danielle M. Healis'.

Danielle M. Healis
Account Representative
Commercial Lines Manager

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/2011

PRODUCER (352)796-1451 FAX (352)799-5986
Killingsworth Agency, Inc.
19259 Cortez Blvd.
P. O. Box 1750
Brooksville, FL 34605-1750

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Grubbs Emergency Services LLC
dba Sun West Aquisition
P.O. Box 468
Aripeka, FL 34679

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **Seneca Specialty Insurance Co**
INSURER B: **General Ins. Co. of America**
INSURER C: **American Zurich Insurance Company**
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	BAG1003835	02/10/2011	02/10/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$10,000 PIP	24CC2527393	10/03/2010	10/03/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	OTHER Equipment Floater	EC69228411	03/25/2011	03/25/2012	Rented Equipment 2006 Cat D6N LGP #ALY02335 Value \$143,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Limits shown are those in effect at policy inception date.

CERTIFICATE HOLDER

Town of Southwest Ranches
RFP No.: 11-004
6589 SW 160 Avenue
Southwest Ranches, FL 33331

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Danielle Healis/CLARE

Danielle H. Healis

CERTIFICATE OF LIABILITY INSURANCE

Date
4/11/2011

Producer: Lion Insurance Company
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage

NAIC #

Insured: South East Personnel Leasing, Inc.
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurer A: Lion Insurance Company	11075
Insurer B:	
Insurer C:	
Insurer D:	
Insurer E:	

Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence Aggregate																
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? If Yes, describe under special provisions below.	WC 71949	01/01/2011	01/01/2012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 65%;">WC Statutory Limits</td> <td style="width: 10%; text-align: center;">OTH-ER</td> <td style="width: 20%;"></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	X	WC Statutory Limits	OTH-ER			E.L. Each Accident		\$1,000,000		E.L. Disease - Ea Employee		\$1,000,000		E.L. Disease - Policy Limits		\$1,000,000
X	WC Statutory Limits	OTH-ER																				
	E.L. Each Accident		\$1,000,000																			
	E.L. Disease - Ea Employee		\$1,000,000																			
	E.L. Disease - Policy Limits		\$1,000,000																			

Other **Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 82-65-070
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. that are leased to the following "Client Company":
Sun West Acquisition Corp. dba Grubbs Emergency Services, LLC
 Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. active employee(s) , while working in Florida.
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.
Project Name: RFP NO. 11-004, SOUTHWEST RANCHES, FL
FAX: 727-245-8999 / ISSUE 04-11-11 (TD)

Begin Date: 4/26/2010

CERTIFICATE HOLDER
TOWN OF SOUTHWEST RANCHES

6589 SW 160TH AVENUE
SOUTHWEST RANCHES, FL 33331

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the Insurer, its agents or representatives.

John H. Brown

OFFEROR'S CERTIFICATION
WHEN OFFEROR IS A CORPORATION OR LIMITED LIABILITY COMPANY

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

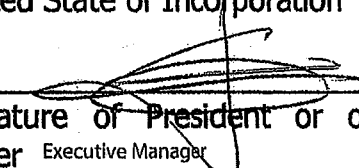
IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this
15 day of April, 2011.

Grubbs Emergency Services, LLC

Printed Name of Corporation or LLC

Nevada

Printed State of Incorporation

By: 
Signature of President or other authorized officer
Executive Manager

(CORPORATE SEAL)

John Gary Grubbs

Printed Name of President or other authorized officer

ATTEST:

17076 Helicopter Drive

Address of Corporation or LLC

By _____
Secretary

Brooksville FL 34604

Town/State/Zip

352-796-7127

Business Phone Number

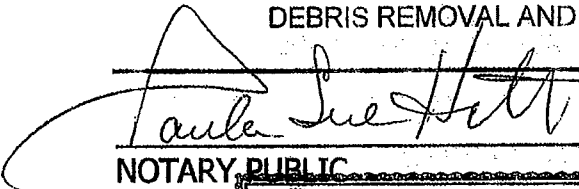
State of Florida

County of Hernando

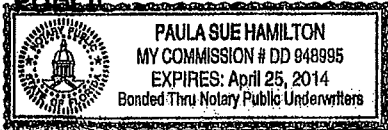
The foregoing instrument was acknowledged before me this 15 day of April
2011, by John G Grubbs (Name), Executive Manager (Title) of

Grubbs Emergency Services, LLC (Name of Company) on behalf of the corporation or LLC,
who is personally known to me or who has produced personally Known as identification
and who did (did not) take an oath.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004



NOTARY PUBLIC



(Name of Notary Public: Print, Stamp,
or type as Commissioned)

Sworn Statement – PUBLIC ENTITY CRIMES

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Southwest Ranches
by John "Gary" Grubbs
for Grubbs Emergency Services, LLC
whose business address is Physical 17076 Helicopter Drive Brooksville, FL 34604
Mailing: Po Box 468 Arlpeka, FL 34679

- and (if applicable) its Federal Employer Identification Number (FEIN) is 88-0474477
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
- (i). A predecessor or successor of a person convicted of a public entity crime; or
 - (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

 ^x Neither the entity submitting this sworn statement, nor any of it's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

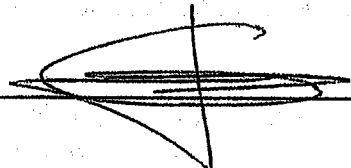
 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR

TOWN OF SOUTHWEST RANCHES, FLORIDA
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004

THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____



John "Gary" Grubbs

(Printed Name)

Executive Manager

(Title)

Sworn to and subscribed before me this 15 day of April, 2011

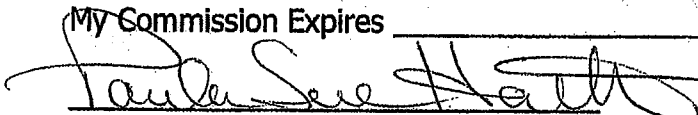
Personally known _____

Produced Identification _____

(Type of Identification)

Notary Public - State of Florida

My Commission Expires _____



(Printed, typed, or stamped commissioned name of notary public)

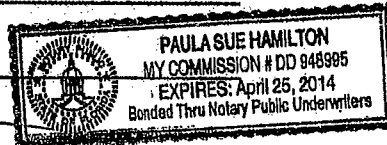


EXHIBIT "C"

EMERGENCY DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES TASK AUTHORIZATION

TASK AUTHORIZATION NO.: _____

This Task Authorization is issued between the TOWN OF SOUTHWEST RANCHES and CONTRACTOR as required pursuant to the Agreement for Debris Removal and Disaster Response/Recovery Services.

This Task Authorization provides for services in accordance with Exhibit "C" of the Agreement and further detailed in the Scope of Work below,

Payment(s) for such service shall be in accordance with the Contract Documents (RFP # 11-004), and must not exceed reasonable limits acceptable to the Federal Emergency Management Agency (FEMA).

Total costs for this Task Authorization shall not exceed \$ _____

Based on current estimate of work and debris volume of ____ cubic yards (cy).

SCOPE OF WORK:

Time is of the essence. Work must be completed by _____.

Contract Administrator

Date

Contractor

Date

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

	Page
I. General	1
II. Nondiscrimination	1
III. Nonsegregated Facilities	3
IV. Payment of Predetermined Minimum Wage	3
V. Statements and Payrolls	5
VI. Record of Materials, Supplies, and Labor	5
VII. Subletting or Assigning the Contract	5
VIII. Safety: Accident Prevention	6
IX. False Statements Concerning Highway Projects	6
X. Implementation of Clean Air Act and Federal Water Pollution Control Act	6
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	6
XII. Certification Regarding Use of Contract Funds for Lobbying	8

ATTACHMENTS

**A. Employment Preference for Appalachian Contracts
(Included in Appalachian contracts only)**

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

6. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability, making full efforts to obtain qualified and/or qualified minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration:

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Construction

Quality | Management & Coordination | Details | Safety | Materials | Contract Administration

FHWA > Engineering > Construction > Contract Admin > Construction Guide > Buy America > Title 23 United States Code, Section 313

Construction Guide

Fact Sheets

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Title 23 United States Code, Section 313

§ 313. Buy America

- (a) Notwithstanding any other provision of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated to carry out the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title and administered by the Department of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States.
- (b) The provisions of subsection (a) of this section shall not apply where the Secretary finds--
- (1) that their application would be inconsistent with the public interest;
 - (2) that such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- [(4) Redesignated (3)]
- (c) For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.
- (d) The Secretary of Transportation shall not impose any limitation or condition on assistance provided under the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title that restricts any State from imposing more stringent requirements than this section on the use of articles, materials, and supplies mined, produced, or manufactured in foreign countries in projects carried out with such assistance or restricts any recipient of such assistance from complying with such State imposed requirements.
- (e)

Related Information

- [Every Day Counts](#)

Contact

Jerry Yakowenko
[Office of Program Administration](#)
202-366-1562
[E-mail Jerry](#)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2011

PRODUCER (352)796-1451 FAX (352)799-5986

Killingsworth Agency, Inc.
19259 Cortez Blvd.
P. O. Box 1750
Brooksville, FL 34605-1750

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Seneca Specialty Insurance Co	
INSURER B: General Ins. Co. of America	
INSURER C: American Zurich Insurance Company	
INSURER D: Century Surety Company	
INSURER E:	

INSURED Grubbs Emergency Services LLC
P.O. Box 468
Aripeka, FL 34679

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	BAG1003835	02/10/2011	02/10/2012	EACH OCCURRENCE \$ 1,000,000
		<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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY	24CC2527393	10/03/2010	10/03/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$10,000 PIP	24CC2527394	10/03/2011	10/03/2012	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
D		EXCESS/UMBRELLA LIABILITY	CPP699129	04/26/2011	04/26/2012	EACH OCCURRENCE \$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000				AGGREGATE \$ 5,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C		OTHER Equipment Floater	EC69228411	03/25/2011	03/25/2012	Rented Equipment Limit - \$143,000 \$5000 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Limits shown are those in effect at policy inception date.

Debris Removal Services

Town of Southwest Ranches, it Council Members, Officers, Agents and Employees are listed as additional insureds in reference to General Liability.

CERTIFICATE HOLDER

Town of Southwest Ranches
Bert Wrains
Interim Town Administrator
6589 SW 160th Avenue
Southwest Ranches, FL 33331

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Danielle Healis/CLARE

Danielle H. Healis

CERTIFICATE OF LIABILITY INSURANCE

Date
10/3/2011

Producer: Lion Insurance Company
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Employee Leasing Services, Inc.
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADOL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Comp/Op Agg	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$
						Bodily Injury (Per Person)	\$
						Bodily Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence	
						Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? If Yes, describe under special provisions below.	WC 71949	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> OTHER	
						E.L. Each Accident	\$1,000,000
						E.L. Disease - Ea Employee	\$1,000,000
						E.L. Disease - Policy Limits	\$1,000,000

Other

Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Client ID: 82-65-070

Coverage only applies to active employee(s) of South East Employee Leasing Services, Inc. that are leased to the following "Client Company":

Sun West Acquisition Corp. dba Grubbs Emergency Services, LLC

Coverage only applies to injuries incurred by South East Employee Leasing Services, Inc. active employee(s), while working in Florida.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name:

ISSUE 10-03-11 (CF)

Begin Date: 4/26/2010

CERTIFICATE HOLDER

TOWN OF SOUTHWEST RANCHES
 ATTN: ERIKA SANTAMARIA, TOWN CLERK
 6588 SW 180 AVENUE
 SOUTHWEST RANCHES, FL 33331

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

John A. Lawrence

CERTIFICATE OF LIABILITY INSURANCE

Date
10/3/2011

Producer: Lion Insurance Company
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Employee Leasing Services, Inc.
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Comp/Op Agg	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$
						Body Injury (Per Person)	\$
						Body Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence	
						Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? If Yes, describe under special provisions below.	WC 71949	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC Statutory Limits	<input type="checkbox"/> OTH-ER
						E.L. Each Accident	\$1,000,000
						E.L. Disease - Ea Employee	\$1,000,000
						E.L. Disease - Policy Limits	\$1,000,000

Other **Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 82-65-070
 Coverage only applies to active employee(s) of South East Employee Leasing Services, Inc. that are leased to the following "Client Company":
Sun West Acquisition Corp. dba Grubbs Emergency Services, LLC
 Coverage only applies to injuries incurred by South East Employee Leasing Services, Inc. active employee(s) , while working in Florida.
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.
Project Name:
 ISSUE 10-03-11 (CF)

Begin Date: 4/26/2010

CERTIFICATE HOLDER	CANCELLATION
TOWN OF SOUTHWEST RANCHES ATTN: ERIKA SANTAMARIA, TOWN CLERK 6589 SW 160 AVENUE SOUTHWEST RANCHES, FL 33331	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. <div style="text-align: right; margin-top: 20px;"> </div>

ACORD™ LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2011

PRODUCER (352)796-1451 FAX (352)799-5986
 Killingsworth Agency, Inc.
 19259 Cortez Blvd.
 P. O. Box 1750
 Brooksville, FL 34605-1750

INSURED Grubbs Emergency Services LLC
 P.O. Box 468
 Aripeka, FL 34679

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Seneca Specialty Insurance Co	
INSURER B: General Ins. Co. of America	
INSURER C: American Zurich Insurance Company	
INSURER D: Century Surety Company	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BAG1003835	02/10/2011	02/10/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$10,000 PIP	24CC2527393 24CC2527394	10/03/2010 10/03/2011	10/03/2011 10/03/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
D		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CPP699129	04/26/2011	04/26/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C		OTHER Equipment Floater	EC69228411	03/25/2011	03/25/2012	Rented Equipment Limit - \$143,000 \$5000 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Limits shown are those in effect at policy inception date.
 Debris Removal Services
 Town of Southwest Ranches, it Council Members, Officers, Agents and Employees are listed as additional insureds in reference to General Liability.

CERTIFICATE HOLDER

Town of Southwest Ranches
 Bert Wrains
 Interim Town Administrator
 6589 SW 160th Avenue
 Southwest Ranches, FL 33331

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Danielle Healis/CLARE *Danielle H. Healis*