

DRC Emergency Services, LLC
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FL License: CRC1331035



SEALED PROPOSAL

**EMERGENCY DEBRIS
REMOVAL SERVICES
RFP #15-02**

Town of Cutler Bay
Office of the Town Clerk
Attn: Debra E. Eastman
10720 Caribbean Blvd., Suite
#105
Cutler Bay, FL 33189

March 11, 2015
3:00 P.M

ORIGINAL

Points of Contact:

Bryan Fike bfike@drcusa.com

Jaime Watson jwatson@drcusa.com



March 11, 2015

Debra E. Eastman, Town Clerk
Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189

Re: RFP #15-02 Emergency Debris Removal Services

Dear Sir or Madam,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and the Town of Cutler Bay our proposal to provide Emergency Debris Removal services as required in the above referenced RFP. DRC ES is among the leading disaster management companies in the United States. Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and landfill management.

Following Hurricane Katrina in 2008, DRC ES established a single-day productivity record for post-disaster debris removal as recognized by FEMA, and holds a 14-year record of 100% federal reimbursement for eligible work performed.

DRC ES's company headquarters is located in Mobile, Alabama with field offices in Houston, Texas, Surf City, NC, West Palm Beach FL, and New Orleans, Louisiana. These locations provide us geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to the Town of Cutler Bay should any location be compromised during a disaster.

Corporate officers with legal signing authority to bind DRC ES to the terms and conditions of this proposal include: Mark Stafford, Chief Executive Officer; Kristy Fuentes, Vice President/Secretary-Treasurer; and Marc Watkins, Vice President of Estimating. Evidence of their authority is attached.

The contact person for this contract is: Bryan Fike, Regional Manager, who can be reached by cell: 251-421-5176 or by email: bfike@drcusa.com. For questions regarding this proposal, please contact Jaime Watson at the above address or email: jwatson@drcusa.com.

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your invitation to bid. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with the Town of Cutler Bay in the future.

Sincerely,

Marc Watkins
Vice President of Estimating

“DRC demonstrated the ability to compile and mobilize the necessary resources to handle this monumental debris removal and disposal task. Your field management group was able to quickly adapt and adjust to the ever changing working conditions, work priorities, and disposal issues that developed.”

– Rhett A. Desselle
P.E., Assistant District 8 Administrator of Operations, State of Louisiana

HIGHLIGHTS

- Following Ice Storm Pax in February 2014, DRC was contracted by the South Carolina Department of Transportation to cut, remove and transport vegetative debris in eight counties, including trimming over 225,000 trees and clearing over 12,000 miles of roadway. DRC managed and operated over fifteen debris management sites that reduced and recycled over 1.5 million cubic yards of debris.
- DRC was hired to remove debris from the New York DOT roads on Long Island in Suffolk and Nassau Counties after Super Storm Sandy made landfall in 2012. In New Jersey, we were hired to clean up Piscataway.
- After Hurricane Isaac made landfall over Southeastern Louisiana in August 2012, DRC was activated by nine clients in Louisiana, including St. Charles Parish, New Orleans, East Baton Rouge Parish, St. John Parish, Jefferson Parish and the LADOTD. DRC responded to each of these activations immediately and independently.
- In early April 2011, a severe weather event culminated in easily the most prolific, active month for tornados on record in the United States. DRC was contracted by more than five separate entities to perform debris removal services for more than 25 separate contracts. Some of the entities included the North Carolina Department of Transportation, the Alabama Department of Transportation, the Alabama Department of Conservation and Natural Resources, the City of Birmingham, USACE in Joplin, Missouri, as well as various other small cities and townships.
- In the aftermath of the Deepwater Horizon Oil Spill, DRC was successfully classified as an Oil Spill Removal Organization (OSRO) by the United States Coast Guard. Participation in this program allowed DRC to provide professionally recognized services to Escambia County, Florida as well as Plaquemines Parish, Terrebonne Parish, and Lafitte Parish, Louisiana.
- Following Hurricane Ike and Gustav, DRC established industry benchmarks in Houston, Texas by achieving a FEMA record for hauling debris in a single day under a FEMA disaster declaration project.
- During the 2004 hurricane season, DRC and its subcontractors worked 37 simultaneous, separate contracts performing a total of over \$150,000,000 in emergency work, and recovering over 10,000,000 cubic yards of debris in a four-and-a-half-month period.



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

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of October 9, 2014.

WHEREAS, Section 4.2 of the Company's Amended and Restated Operating Agreement dated January 11, 2013 (the "LLC Agreement") and the Act permit the manager of the Company to take the following actions;

WHEREAS, the undersigned constitutes the sole manager of the Company (the "Manager")

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

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

<u>NAME</u>	<u>OFFICE/CAPACITY</u>
Mark Stafford	President/CEO
Kristy Fuentes	Vice President of Business Development and Secretary/Treasurer
Mark Watkins	Vice President of Estimating

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

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

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]**

Dated effective as of the date first written above.

MANAGER:

7CGP, LLC

A handwritten signature in black ink, appearing to read "Scott Gold", written over a horizontal line.

By: Scott Gold, manager

A handwritten signature in black ink, appearing to read "Mark Stafford", written over a horizontal line.

By: Mark Stafford, manager

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AGREEMENT**



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

PREPARE

As veterans of numerous disaster recovery events, DRC Emergency Services, LLC understands the importance of preparation to ensure a timely and successful response to natural and man-made disasters. Disaster preparedness involves marshaling the resources needed to respond effectively. A jurisdiction must have a plan for response, trained personnel to respond, and necessary resources. DRC works with its clients to provide and develop a series of checklists. These guides help employees better prepare themselves at home and work, which in turn will help them respond in a timely manner during a disaster.

ALERT

When a potential storm arises, DRC personnel monitor the situation and a telephone cascade plan is initiated to alert the Regional Manager and other relevant personnel (see below). Local and area DRC offices are activated.

No less than 72 hours before impending impact, the Regional Manager makes contact with [the contract Owner] to discuss the maximum response requirements for a 24-hour, 48-hour and 72-hour response window, as well as potential Temporary Debris Management Sites (if not pre-established in the contract). This information is reported to all vice presidents and senior project managers.

PERSONNEL

Responsibilities of key positions for this proposal include:

Chief Operating Officer (C.O.O.): DRC's C.O.O. directs and supervises all operational aspects of DRC and team partners in response to the Task Order. He serves as the primary contact between DRC and the Town of Cutler Bay, and initiates corporate plans in fulfillment of contract requirements and activates relevant departments, team partner relationships, subcontract relationships and reservists. He supervises and directs mobilization of national corporate resources until performance targets are met and serves as corporate "responsible party" until all obligations of the contract are fulfilled.

Regional Manager (R.M.): Bryan Fike is a member of DRC senior management and serves as principal liaison to Town of Cutler Bay. Upon Task Order, Mr. Fike will be on call and available to respond to the point of contact 24 hours a day, seven days a week. S/He will have full electronic linkage to The Town of Cutler Bay via cell phone, satellite phone, internet, and/or two-way radios. S/He reports to DRC's C.O.O.

Project Manager (P.M.): The Project Manager's duties primarily exist in the oversight of field activities, although he serves as administrator of his supervisors and office personnel. All Field Supervisors, Crew Supervisors, Quality Control Managers, Safety Managers and Site Managers report to the P.M. throughout the day, seven days per week. The P.M. will hold daily meetings



with staff to discuss debris mission issues at a central location that is open to Town of Cutler Bay. Duties also include documentation management and public relations. He reports directly to the Town of Cutler Bay, as well as the Regional Manager, but is instructed to take action if the Safety Manager or Quality Control manager raises safety concerns. He also has the authority to stop work. He fills out and submits daily reports to the Regional Manager for all activities within his zone.

Crew Supervisor: This position is responsible for individual crews or groups of crews working within a specific debris zone. The Crew Supervisor will oversee the actual collection and loading of debris, along with proper segregation and identification. Supervisors are also tasked with ensuring safe traffic control with the aid of the Quality Control Manager and Safety Manager. The Crew Supervisor handles zone maps and sub-zone maps with individual crews. Subcontractors will be assigned zones, and crews will subsequently be assigned sub-zones. Crew Supervisors will distribute crew maps and manage production and boundaries within the zones.

Site Manager: The site manager will be assigned to each site located within the debris mission, including DMS, staging sites and final disposal sites. The Site Managers will oversee and direct all unloading, reduction, traffic control, inspection tower issues, site equipment and trucks. Site Managers report directly to the Project Manager, but also communicate with Crew Supervisors and Field Supervisors.

MOBILIZATION

If the storm becomes a threat, 24-48 hours before impact, manpower and equipment are mobilized and staged in a safe location near the area of impact. Subcontractors are put on notice, and emergency communications are made available. Locations for a mobile command center are scouted and chosen based on factors such as proximity to major roads and severity of impact.

Because DRC ES has partnered with major fuel companies and compiled a list of regional emergency diesel and gasoline suppliers, temporary shortages will not affect operations. Field maintenance/fuel personnel will prepare their assigned maintenance/fuel vehicles for deployment in accordance with the appropriate inventory and safety checklists.

DRC personnel will ensure, by checklist, that the command center contains all required equipment and supplies, that communications have had a full systems check and that all required equipment/supplies are in order prior to departure. Portable power supplies will also be safety inspected and load tested prior to departure. DRC over-the-road equipment transporters and operators will initially conduct equipment transportation. Additional equipment transportation will be contracted, as needed, by over-the-road equipment transporters and operators through pre-established standing agreements.

Compliance Measures

DRC's Safety Officer will conduct a safety briefing and safety equipment check prior to equipment operation to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Within three days of Task Order/Notice to Proceed, DRC will furnish the The Town of Cutler Bay with a site-specific Management/Operations plan, along with a Quality Control Plan and site-specific Safety Plan.



All personnel records (management, supervisors, foremen and laborers) will be reviewed prior to deployment to ensure they have documentation of current training.

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

Project Mobilization Team

DRC's Project Mobilization Team of Project Managers and administrative staff will be on site within 12 hours of Task Order notification prior to or immediately following a disaster event. The Team may be air lifted to the designated location by company and/or subcontractor aircraft. Management vehicles will provide transportation for other company personnel. The Team will then conduct an immediate disaster assessment in coordination with the The Town of Cutler Bay staff and begin the staging and deployment of equipment, crews and logistical support.

DRC staff will establish the site location(s) in the disaster area for the temporary field office/s, communication unit, lay-down yard and support systems, including potential emergency base camp. Evaluation surveys will be conducted by ground teams as well as by aerial survey using helicopters.

Rapid Deployment Crews

The DRC full project administrative staff will be on site within 24 hours of Task Order/Notice to Proceed, and commence debris removal operations with five or more Rapid Deployment Crews. As necessary to open key access roads, crews of saw men and loaders with grapples will augment the Rapid Deployment Crews. The Project Mobilization team will then rapidly escalate crew strength to meet the The Town of Cutler Bay production rate targets.



RESPOND

Responding to natural and man-made disasters and emergency clearing of debris is the core business of DRC ES and has been for fourteen years. We understand that a response is expected and needed immediately after the disaster occurs to help save lives and minimize loss. DRC ES will mobilize equipment, operators and laborers immediately upon receipt of a Task Order Notice to Proceed to meet all requirements of the Town of Cutler Bay.

RESPONSE TIMELINE

DRC Emergency Services proposes the following time frames in which services can be provided without unwarranted delay or interference:

TIME FRAME	MOBILIZATION/OPERATIONS
IMMEDIATELY AS DEEMED SAFE BY DRC AND OWNER	DRC initiates Emergency Road Clearance (Push) operations with 15-20 crews or more as dictated by the event's severity.
WITHIN 48 HOURS	When the initial assessment phase is complete, DRC submits required information, such as site specific safety plan, insurance, bonds, quality control plan and subcontracting plan with specific subcontractors and goals, location of staging area, location of temporary staging and reduction areas (Debris Management Sites), final disposal sites and all applicable licenses, permits, organizational structure, etc.
WITHIN 72 HOURS	50% MOBILIZATION - Emergency Road Clearance is complete, TDSRS construction is underway, and DRC's projected management staff, including subcontractors and consultants, are operational
WITHIN 5 DAYS	100% FULL MOBILIZATION - Average daily production rate for load and haul is approximately 10-20,000 cubic yards (depending upon severity of the event). Hauling activity normally lasts approximately 60 days and an additional 30 days for reduction.

TDSRS ESTABLISHMENT

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

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



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

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

Should contaminants be identified in the pre-use field test, a determination of whether or not a particular site or area of a site should be utilized will need to be made by DRC Senior Management and the client representative.

MOBILIZATION-EMERGENCY DEBRIS ROAD CLEARANCE (PUSH)

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

As tasked by Town of Cutler Bay, DRC will provide Emergency Road Clearance which involves the emergency clearing, cutting, tossing and/or pushing of debris from the primary transportation routes to the medians or sides of the public rights-of-way (ROW). Under direction of Town of Cutler Bay, DRC crews will work independently or in conjunction with The Town of Cutler Bay crews to temporarily clear debris from pre-designated critical arteries to facilitate the movement of emergency vehicles and other critical traffic in the immediate aftermath of a disaster. Only a single lane is usually cleared at first with the additional lanes being cleared according to the needs and requirements of the affected community. In addition, entrances and routes to hospitals and emergency service facilities, such as fire and police departments, are given priority during this emergency debris and fallen tree clearance period.

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



chainsaws, general laborers with tools, flagmen, mechanics, supervisors, and project managers are usually required.

Operations

- Clear debris from roads in the order of and number of lanes as tasked by the Town of Cutler Bay.
- 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 Cutler Bay.
- Operators and hand crews will be instructed to perform in a workman like manner to prevent damage to salvageable and/or undamaged property and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.
- Attempt to make roadways and intersections as safe as possible from sight and traffic obstructions to ensure compliance with the Accident Prevention Plan and Site Specific Safety Plan.
- All supervisors will maintain personnel and equipment hours on a per day basis.

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

DEBRIS REMOVAL FROM PUBLIC RIGHTS OF WAY

Within 24 hours of Task Order Notice to Proceed, DRC will commence debris removal operations with multiple Debris Removal Crews. Debris Removal Crews will typically consist of three to five hauling vehicles of 30 to 100 cubic yard capacity with operators, one front end loader with operator, one foreman, and three laborers/flagmen. In instances where conditions allow, self-loading equipment of similar capacity will be utilized in order to maximize efficiency. As necessary or directed by the Town of Cutler Bay, crews will be augmented by equipment and personnel in order to gain hauling efficiency.



LOADING AND HAULING OPERATIONS

All field supervisors shall ensure that all debris disposal-hauling operators are licensed and/or certified to operate required equipment. All debris disposal operators will be given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by the Government. All debris disposal haul operators shall visibly display colored placards provided by DRC and, if applicable, the Government. Any signs provided by the government will be displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the government task order. Colored paper signs/passes will be displayed in the driver's side windshield of each vehicle. The color of the sign/pass is subject to change, without notice, to ensure quality control measures and regarding authority to exit work sites and enter disposal site(s).

All debris disposal haul operators shall maintain the numbered debris hauling/transportation documentation/verification form DRC-DM-12. Each form contains directions, which should be followed. All supervisors will be responsible to ensure that all employees utilizing and/or inputting information on the form are procedurally trained. It will be each supervisor's responsibility to maintain a supply of the required number of forms. Forms will be distributed by supervisors/foremen to debris disposal haul operators during loading operations and after completing Section 1 of form DRC-DM-12. All debris disposal operators will maintain daily ticket/haul records to be turned into field supervisors, with copies of load tickets at close of business each day.

DRC Emergency Services, LLC	
Contract # _____	
Location _____	
Cubic Yard Load Ticket	
No. 132191	
Agency Initials	Zone/Area
Date: _____	Mileage
Time: _____	
Crew No.: _____	Pick-Up Location: _____
Cubic Yard Total: _____	
Truck No.: _____	Truck Capacity: _____
Materials:	
<input type="checkbox"/> Vegetative	Miles
<input type="checkbox"/> C + D	<input type="checkbox"/> 0 - 15
<input type="checkbox"/> White Goods	<input type="checkbox"/> 16 - 30
<input type="checkbox"/> OTHER	<input type="checkbox"/> 31 - 50
Comments: _____	

Signatures:	
Agency: _____	
DRC ES, LLC: _____	

MAJOR DEBRIS TYPES AND SPECIALIZED REQUIREMENTS

All debris will be processed and segregated into the following five main categories:

- **Vegetative Debris**
Vegetative debris operations equipment may include, but is not limited to: rubber tired loaders with buckets, rakes or grapples; rubber tired excavators with grapples or thumbs; tele-handlers; track type loaders with rakes, grapples (to be utilized only under certain permitted conditions); trailer or truck mounted knuckle booms with grapples or clam shells; self-loading trucks (knuckle boom with grapples or clam shells); farm type tractors with box blades, flat blades or brooms; bobcat type loaders; bucket trucks with 50' booms



for hazardous tree and limb trimming; 30 ton or larger cranes to remove heavy stumps and or trunks; haul trucks ranging in size from 16 to 120 cubic yard capacity; roll-off dumpsters; flat-bed tractor trailers to transport equipment or stumps and oversized tree trunks, fuel and service trucks.

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

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

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

- **Metallic Debris and White Goods**

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

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

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



- **Hazardous and Toxic Waste**

Hazardous and toxic waste (HTW) is a special operational aspect that must be accomplished with very precise, pre-established standards and regulations. Safety to the workers, government employees and the citizens of the area is paramount. With this in mind, DRC works with its specialized subcontractors to establish and implement proper handling procedures for HTW, including household hazardous waste, which, after a disaster, may become concentrated and no longer considered de minimis. These procedures include the segregation and removal of HTW from the debris stream at the curbside, prior to the recovery of other debris and sorting and additional recovery of HTW within each DMS. Recovered HTW is removed to a proper disposal site or temporarily stored in the HTW disposal areas constructed within each DMS as required. HTW must be collected, handled and disposed of by specially trained HAZMAT technicians. In addition, DRC may utilize national or regional firms who are fully licensed and accredited to manage, handle and dispose of HTW. These firms may be utilized by DRC and/or DRC Environmental, Inc. for professional and immediate HTW recovery support on an emergency basis.

- **Asbestos Containing Materials**

Known or suspect asbestos containing material will be segregated from other debris and handled only by licensed and certified asbestos contractor/supervisors, of which DRC has several on staff. ACMs will be encapsulated for hauling, in accordance with OSHA and EPA regulations, and brought directly to an asbestos accepting disposal facility.

All special wastes will be handled according to the removal and disposal specifications of the Town of Cutler Bay, and will conform to all local, state, and federal environmental, legal, and transportation regulations and will be performed only by licensed, certified, and otherwise properly credentialed personnel and/or subcontractors.

DEBRIS SITE MANAGEMENT

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

Within 24 hours of Task Order Notice to Proceed, personnel and equipment will be deployed to establish a Debris Management Site (DMS) at locations previously identified in conjunction with the Town of Cutler Bay, and contained within the body of this document. The operation may include, but is not limited to the building of roads, erecting of fences, construction of containment areas, and placement of inspection towers. At minimum, the DMS equipment and crew may consist of: Air Curtain Incinerator, one trackhoe, two dozers, two towers, five 16-20 cubic yard dump trucks, one rubber tired loader, one water truck, one motor grader, tub grinder, one site manager, one night manager, eight equipment operators, two supervisors, five laborers, light plants, and possibly a HTW containment systems.

DMS teams will have also secured all necessary clearances, permits, and licenses to operate any sites if not permitted prior to the disaster and will submit Site Plans to the Town of Cutler Bay complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and/or a Fire Prevention Plan.



Within 48-72 hours, TDSRSs will be fully operational complete with ingress and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile.

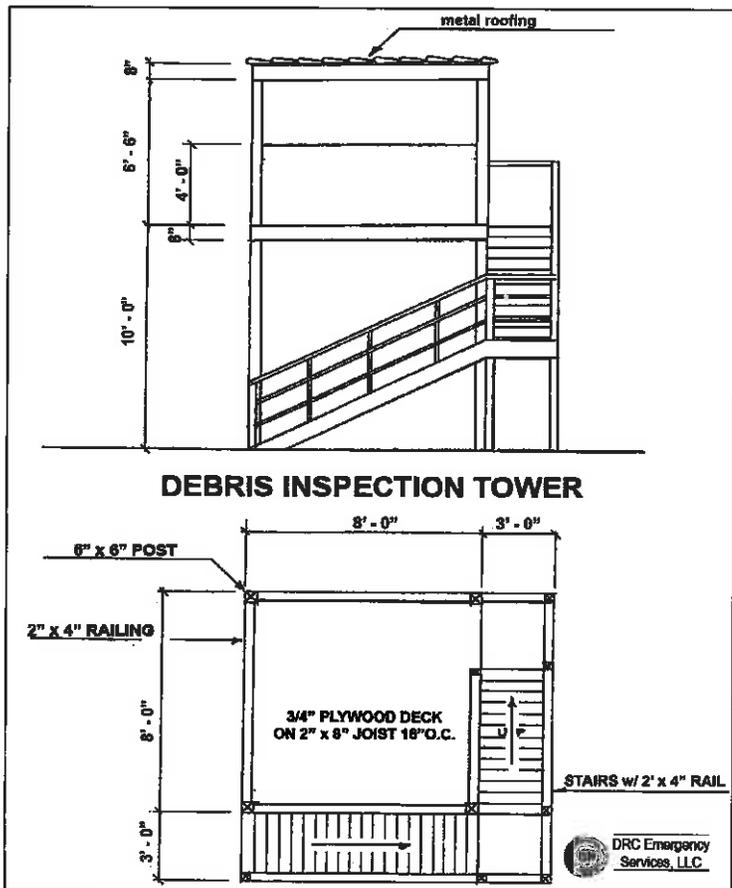
The inspection of every load, in and out, is critical to the documentation of the overall process. The DMS inspection towers provide a location for load verification and documentation programs of all incoming and outgoing debris. Once documented, all debris is processed in accordance with applicable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

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

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

- **Site Access** - Separate points of ingress and egress should be established if possible. Temporary acceleration and deceleration lanes should be established adjacent to the primary road leading to and from site access points, approved by the Town of Cutler Bay. All temporary roads leading to and through the debris-staging site should be constructed and maintained for all weather use.

- **Inspection Towers** - Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. No less than two inspection towers should be utilized at each debris-staging site. One tower at point of ingress for use by company inspector and Government inspector, one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site, one tower may be utilized if ingress and egress point is the same. The egress tower shall be manned by at least a representative of DRC.



- **Traffic Controls** - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed



at the ingress observation tower to maintain vehicular and pedestrian traffic control. Additional traffic control personnel will be stationed throughout the site, as needed, to enforce proper dumping and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

- **Clearing And Grading** - Clearing and grading of debris staging sites will be accomplished, to the level required, in accordance with the site management plan and task order from the Town of Cutler Bay.
- **Environmental Protection** – DRC’s “Environmental Protection Plan” will be followed to ensure compliance with required standards (Clean Water Act, Storm Water Act, Resource Conservation and Recovery Act, Superfund Amendments, Reauthorization Act and others). The plan outlines procedures concerning erosion control, hazardous and toxic wastes and dust and smoke control and is available for review upon request.

DEBRIS REDUCTION METHODS

Grinding and/or Chipping Operations

Grinding/Chipping is DRC’s preferred debris reduction method, as it encourages resource conservation through the salvage of wood chips for renewable energy. All vegetative debris will be reduced through grinding and/or chipping, rather than by burning operations.

Although this operation is preferred for environmental purposes, however, it is the most time consuming and costly reduction method due to material handling, hauling and disposal costs after grinding and/or chipping operations have been accomplished. Grinding and/or chipping operations of C&D materials are prohibited by and within numerous jurisdictions. Grinding and/or chipping operations will be accomplished on the type of debris (vegetative and/or C&D) as directed by government task order. Grinding and/or chipping of vegetative debris will be accomplished on the piles of vegetative debris as set out below.

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

Open Air Burning

Open air burning of disaster related debris is prohibited within numerous jurisdictions. Open air burning will be accomplished on vegetative debris and/or clean woody debris only when directed by government task order. Under no circumstance will open air burning be conducted on C&D debris that is known, considered or suspected, by owner or DRC, to contain environmental/health hazardous materials (i.e. asbestos, arsenic, etc.). All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the government task order. All personnel involved in open air burning operations will receive safety training pertaining to this to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Open air burning will be conducted above ground level. No



open air burning will be conducted within 1000 feet of a structure or within 100 feet of the debris pile. An area of not less than 100 feet surrounding each burn site will be cleared of all combustible materials and marked to delineate the area as restricted.

Air Curtain Burning

This method of burning will be used for reduction on vegetative debris and clean woody debris only, unless otherwise directed by government task order. Under no circumstance will air curtain burning be conducted on C&D debris that is known, considered or suspected, by owner or DRC, to contain environmental/health hazardous materials. All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the government task order. All personnel involved in air curtain burning operations will receive safety training pertaining to this to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Air curtain burning will be conducted below ground level in a below ground pit, and above ground when geographically necessary. If above ground burning is required it will be conducted in an approved container suitable for the operation. If a below ground pit is used it 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). No air curtain burning will be conducted within 1000 feet of a structure or within 100 feet of the debris pile. An area of not less than 100 feet surrounding each burn site will be cleared of all combustible materials and marked to delineate the area as restricted. All burning will be accomplished as set out in the US Army Corps of Engineers “DISASTER GUIDEBOOK.”

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

RECYCLING STRATEGIES

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

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



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

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

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

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

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

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

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

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



PROMPT COMPLAINT RESOLUTION

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

PROJECT CLOSEOUT

The scope of remediation is determined during operation and closure, by terms of the land lease (if any), government directive or task order. Remediation consists of final removal of all debris (including residual debris), removal and remediation of HTW, abatement of any safety and/or environmental concerns (to include environmental testing and/or monitoring, if required), the removal of temporary structures (including any inspection towers), grading and leveling, removal of roads and fencing, if appropriate, and potentially grassing or seeding of the site, if required, to documented pre-use condition.

Closure Procedures - Pre-use inspection and documentation information shall be utilized as a guide to restore each site to pre-use condition. If contaminants are identified in post use test results that were not present in pre-use test results, remediation of the site or area will be accomplished in accordance with Federal, State and local regulations, as well as current industry standards.

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

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

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

RECOVER

In addition to providing for the recovery of the physical environment, DRC ES is also committed to assisting the Town of Cutler Bay, the overall recovery of its citizens and their economy. As



such, DRC can provide an array of services to the Town of Cutler Bay that will enable both the Town and the citizens the means to establish a degree of stability and normalcy.

BASIC SERVICES

- Fact sheets and audio/visual presentations. These aids can be produced from any of DRC's locations, including New Orleans, Louisiana, Mobile, Alabama, West Palm Beach, Florida and Houston, Texas and mailed or emailed to the Regional Manager.
- Mobile catering unit capable of feeding thousands per day including first responders, Town personnel, security personnel, and credentialed residents. DRC can dispatch its mobile kitchen to the Town of Cutler Bay immediately upon Notice to Proceed.
- Mobile medical unit, staffed in cooperation with the Red Cross or other qualified medical agency, for the inevitable injuries that occur in the recovery phase.
- Portable restroom units for first responders, Town personnel, security personnel and credentialed residents.
- Portable shower, hand wash, and ablution units for first responders, Town personnel, security personnel, and credentialed residents
- Mobile offices and/or community centers with computer and internet facilities via satellite to assist residents and officials in their efforts to locate missing persons and family and gather information pertinent to the recovery.
- Employment and subcontracting center for local residents and workers, such as maritime industry workers, who wish to take part in recovery efforts.



TEMPORARY HOUSING AND SUBSISTENCE SUPPORT

DRC headquarters personnel will secure temporary housing by the following priority of choice:

- Rental Property
- Efficiency lodging rooms
- Non-efficiency lodging rooms
- DRC or rental motor homes and/or travel trailers

DRC headquarters personnel will secure temporary sanitary facilities in the event such facilities are inoperable in the affected area.

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



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

EMERGENCY BASE CAMP

If the consequences of a disaster render the affected area incapable of accommodating basic needs such as housing, food, water, fuel and sanitary facilities, DRC’s team is fully prepared to establish Emergency Base Camps to house and support as many as 1000 disaster response personnel. DRC has extensive experience supporting governmental agencies in emergency response, having participated in numerous emergency response events. DRC’s resources will be augmented by experienced management and logistics teams from logistics teaming partners. Together, our companies have extensive experience in support of governmental operations, life support contracts and post disaster environments. DRC will deploy a Camp Program Manager on-site to provide oversight, execution and quality control and will assign a command center response manager to each camp to coordinate sufficient staffing, resources, equipment and supplies for each site from a central location. Within 72-96 hours, DRC will establish a fully operational base camp for up to 1,000 persons within a disaster area. The camp will operate 24/7 for 30 or more days and will occupy approximately 2-10 acres.

CANAL/WATERWAY DEBRIS REMOVAL

DRC ES will mobilize small barges, marsh buggies, airboats and additional small watercraft from existing marinas and public/private access points. Due to the shallow water depths and tidal movement, we propose to use smaller watercrafts that are configured to work in these draft environments.

Equipment to be deployed:

- **Marsh Buggy** – A self-propelled (tracked) vehicle that can also be fitted with various attachments, such as an excavator with grapple for debris removal purposes, an A-frame unit for lifting and additional attachments as necessary. The Marsh Buggy is completely amphibious and can propel itself through the water and back to land, as well as transport personnel and equipment.
- **Low draft flat bottom boats** – Boats that can transport smaller debris, vegetative debris and personnel in shallow water.
- **Airboats** – Boats that allow transport of materials and personnel in areas of little or no water. These boats can be utilized to quickly maneuver in open areas of personnel movement and can also “ferry” significant debris materials within the open front bow.
- **Pontoon Barges** – 20 feet long by 8 feet wide by 2.5 feet; empty draft about 9 inches; 160 square feet of deck space; handle approximately 10 ton deck load fairly concentrated more if distributed to sides or matted; average buoyancy 798 lbs per inch of submersion; with about 10,000 lbs on the deck draft would be about 20 inches, freeboard about 10 inches.
- **Roll off Containers** – 20 to 30 cubic yard containers. We anticipate the use of barge mounted and land based containers to accumulate debris associated with this contract. Containerization of the debris shall allow “sorting” of materials at the source, when



applicable, and shall allow ease of movement for “bulk” debris when source sorting is not efficient. The containers will provide efficient and quick handling of bulk materials from marine environments (barge-mounted) to land. Containers can be efficiently mobilized/de-mobilized and transported to additional “sorting” sites as necessary. The use of containers in the theater of operations is essential to our approach, to efficiently sort and move the various anticipated materials during the course of the project.

- **“Gorilla Net”** – Netting systems will be used to clear canals of assorted smaller debris. Gorilla Netting is a trademarked net configuration that has been used successfully in recent marine debris removal operations in the Gulf of Mexico and the State of Florida. While this is only one brand name we have contacted for net acquisition, there are other comparable net systems available we intend to use to effectively clean canals and water ways associated with this project.
- **Hand-Picking** – Debris which is inaccessible by mechanized debris removal apparatus will be removed from marine environments by hand.

DEMOLITION

DRC Emergency Services, LLC employs many experienced supervisors, project managers, operators, and other technicians, many of whom have many years of experience in the demolition field. Demolition projects will be staffed with a Superintendent to oversee daily operations and a Project Manager responsible for subcontractor relations, schedule maintenance, and coordination with the Town of Cutler Bay.

All demolition operations will be conducted in a safe, environmentally responsible manner, in accordance with the requirements of the local government. Operations will proceed with the disconnection of utilities to all structures. The structures will then be demolished to the slab on grade level. Structures will be removed completely prior to the removal of any street or curb improvements, so that a clean and durable means of ingress and egress can be maintained during demolition operations. Slabs on grade will be excavated and removed. Once a structure has been completely removed, the area will be stabilized using the clearing and grubbing methods described herein.

Existing structures will be demolished using conventional construction equipment such as excavators, track loaders and bull dozers. Concrete slabs will be excavated using track type excavators and hammers (if necessary) and will then be crushed on site using portable concrete crushing technology. Debris and recycled materials will be removed from the site using dump trucks.

VEHICLE/VESSEL REMOVAL

Locating the Debris

Marine Debris and Derelict Vessels designated for removal will be identified using side-scan sonar. DRC has extensive experience with and will deploy side-scan sonar units to identify sub-surface marine debris. This approach provides for precise extraction of debris and does not disturb large areas of oyster beddings, or water bottoms. The County will provide GPS coordinates to DRC. Each debris removal vessel will be equipped with a GPS and side-scan



sonar. Debris removal crews will identify debris locations using coordinates and on-board GPS units. Crews will then deploy side-scan sonar to fine tune debris location. Following debris extraction from water, crews will verify complete removal using side scan sonar. No debris will be removed other than that which is designated and approved for removal by the County in advance.

Water Based Salvage/Removal Operations

1. Determine best approach route to vessel (taking into consideration water depth, width of channel, marine traffic, and environmentally sensitive areas)
2. Secure salvage equipment and hazardous containment equipment alongside target vessel
3. Secure perimeter of vessel with oil containment boom
4. Position oil containment equipment
5. Secure target vessel with rigging and lifting gear
6. Remove any oily water or fuel oil contaminants
7. Pump/Lift as determined necessary
8. Once refloated inspect for any incoming water and mitigate
9. Secure vessel to predetermined mooring site

Stage

1. Determine best approach route to vessel (taking into consideration water depth, width of channel, marine traffic, and environmentally sensitive areas)
2. Secure salvage equipment and hazardous containment equipment alongside target vessel
3. Secure perimeter of vessel with oil containment boom
4. Position oil containment equipment
5. Secure target vessel with rigging and lifting gear
6. Remove any oily water or fuel oil contaminants
7. Pump/Lift as determined necessary
8. Place vessel on deck barge and secure for transport to staging area
9. Transport vessel to staging area

Debris Management

1. Determine best approach route to vessel (taking into consideration water depth, width of channel, marine traffic, and environmentally sensitive areas)
2. Secure salvage equipment and hazardous containment equipment alongside target vessel
3. Secure perimeter of vessel with oil containment boom
4. Position oil containment equipment
5. Secure target vessel with rigging and lifting gear
6. Remove any oily water or fuel oil contaminants
7. Pump/Lift as determined necessary
8. Place vessel in hopper barge for disposal

SAND SCREENING AND BEACH RECOVERY

DRC has been awarded several contracts that included large sand screening and beach recovery scopes of work. Following the devastation from Hurricane Ivan in 2004, DRC cleared and restored approximately 15 miles of Pensacola, Florida beaches. During the period of September 2004-February 2006, DRC removed and cleaned beach sand, restored dunes, and removed



remaining debris. In 2005 following Hurricane Dennis, DRC was contracted to provide sand screening and beach restoration in Escambia County, Florida and Monroe County, Florida. In Escambia, DRC was thereafter tasked to dredge several hundred thousand additional cubic yards of compatible sand (color, size, and gradation) and to utilize it and the original sand to rebuild the approximately 15 miles of beaches and berms. Recently in 2009, DRC completed berm shaping and beach renourishment in North Topsail Beach, NC.

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

This work is handled differently than other aspects of debris removal in that the bulk of the material must be recovered, reclaimed and returned to its original location in its original condition. Generally, central locations are identified that are utilized to position the specialized equipment necessary to screen the C&D debris from the sand and segregate it for proper disposal in either a C&D or a sub-Title D landfill.

Prior to commencing sand screening operations, specialized rakes and/or shaker screens may be used to screen the larger foreign debris objects and set them aside for direct hauling to the final disposal site. Once this operation is concluded, off-road dump trucks are utilized to haul the "contaminated" debris to the centralized locations for screening. After the sand has been sifted/screened, the clean sand is returned to the beach, and the debris is properly disposed of. For documentation purposes, both the quantity of sand hauled to the centralized site, and the screened debris must be accounted for. In Escambia County, Florida, following the devastation from Hurricane Ivan, the recovered sand was not sufficient to rebuild the beaches to their original condition. DRC was thereafter tasked to dredge several hundred thousand additional cubic yards of compatible sand (color, size, and gradation) and to utilize it and the original sand and rebuild the approximately 15 miles of beaches and berms.



COMPLIANCE STANDARDS AND PROCEDURES

DRC Emergency Services, LLC, by virtue of its preparedness, responsiveness, demonstrated comprehensive competency, ethical business conduct and fair pricing, aspires to be the “first in response” for natural and physical disasters requiring an urgent response team.

DRC is an organization of people who work as a team to provide solutions to our customers’ urgent problems, while always doing the right thing. We recognize that *how* we do our work is as important as *what* work we do. We will not tolerate any short cuts when it comes to our ethical values and standards of conduct.

The senior management and key personnel of DRC are committed to the highest standard of ethical conduct and compliance. DRC is partnered with a nationally recognized government compliance and ethics firm and is committed to adhering to the highest professional standards and always acting as a trustworthy source of our unique capabilities to our public and private contracting partners. In addition, we expect that all contractors and individuals who work with us in serving our public and private clients shall also adhere to high ethical business conduct standards.

DRC has also established a very detailed ethics program with procedures to detect some of the obvious and easier ways that fraud occasionally occurs. For instance, typically, no DRC or subcontractor employees are allowed to participate in the measurement of trucks; this is entrusted to local government, state EMA and/or FEMA officials. DRC uses a detailed measurement documentation program to ensure the integrity of the haul and vehicle measurements and the safety and integrity of the vehicles and their drivers.

DRC has a detailed and specific program of ticketing and reconciliation verification that, we believe, meets or exceeds the FEMA requirements and has instituted additional programs and procedures to ensure protection to the greatest possible extent against fraud, waste and/or abuse. Our Project Managers, Supervisors and Foremen are typically trained in fraud reduction and detection and report any suspected instances thereof to Project Managers, assigned internal auditors and/or counsel.

All of our executives and employees deal honestly and fairly with our customers, suppliers, competitors, regulators and with each other. In doing business with federal, state and local governments we adhere to their rules and regulations that touch our work and our business conduct.

ACCOUNTING AND REQUIRED DOCUMENTATION

Invoicing

DRC’s invoicing procedure is as follows:

- Load tickets are received, logged, and then scanned into DRC’s database system. Tickets are then entered and audited for accuracy.
- Invoice is worked up along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the municipality (if there isn’t a Monitoring Firm).



- Once the invoice and ticket data has been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the municipality, then recommends the invoice to FEMA for payment.
- Frequency: The invoicing is usually done on a weekly basis

FEMA Requirements and Procedures

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

Data Management and Tracking

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

Recordkeeping & Reporting

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

- 1) Letterhead with DRC name and contact information
- 2) Report Date
- 3) Location of completed work
- 4) Location of work for next day
- 5) Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- 6) List of roads that were cleared (Emergency Clearance)



- 7) Number of Crews (including number of trucks and loading equipment)
- 8) Daily and cumulative totals of debris removed, by category
- 9) Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- 10) Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- 11) Number of hazardous trees and hanging limbs removed.
- 12) Problems encountered or anticipated

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

Preparing and Submitting Federal/State Project Work Sheets

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

Knowledge of CFR 44

Since its inception in 1989, DRC's senior management personnel have gained a vast knowledge of the basic policies and procedures of the Code of Federal Regulations (CFR 44) as it relates to Federal Emergency Management Agency's mission. These policies and procedures have been incorporated into DRC and DRC's various corporate Debris Management plans and guides to ensure compliance with the latest FEMA guidelines.

FEMA Technical Management Training

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

IT & Accounting Systems

In 2009, DRC upgraded its management information systems and computer hardware. DRC now operates on Sage Timberline Office software, a premiere financial and operations software package for government contracting and for the construction industry. This software suite manages DRC's project management, financial management, job costing, analytics and custom



reporting capabilities. All of the Company's offices and field employees operate on an integrated common platform, allowing instant access across the organization.

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

DRC Data Center

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

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

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

Mapping

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

The mapping feature is designed so that a coinciding point or marker will be created on the map once a daily report is entered by data processing into the system. This marker communicates information such as the truck route and name of street, the number of times that the trucks have passed the street (whether it be first pass or second), and the location of debris management sites. Information that will be reflected daily includes truck routes, DMS sites, cubic yards of debris carried on truck, whether the debris is vegetative, C&D, or other, and number of passes that have been performed.



SAFETY PROCEDURES

Through careful planning, hazard recognition and control, safety indoctrination and training and rigorous attention to safety procedures, DRC ensures the health and safety of personnel at our work sites and the public adjacent to our work sites.

DRC's Corporate Safety Plan includes Safety Plans and Policies, an Accident Prevention Plan and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will (1) safeguard public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

The key contractor responsibilities concerning safety include (1) providing all personnel a general safety and health indoctrination and a safety and health orientation/screening prior to the commencement of work (or any single phase of work); (2) the continuing instruction/monitoring of each contractor, subcontractor, supplier and employee in the safe operation of their specific area of responsibility using the proper tools and in accordance with the safety procedures and guidelines as outlined by the United States Army Corps of Engineers.

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

ENVIRONMENTAL PROTECTION

DRC is committed to the protection and restoration of the environments in which we work. Although many of the events we respond to are the result of forces of nature, these disasters often have profound environmental impacts in the affected regions. Moreover, the mitigation of these disasters, including the transportation and processing of large volumes of waste material, can have negative environmental impacts if not pursued with caution and sensitivity.

The removal of debris and waste materials, the restoration of damaged and compromised natural and man-made habitats, and, in some cases, the reconstruction of damaged coastal, marine and wetland environments are essential to DRC's disaster response mission. DRC is committed to ensuring that our work, including the byproducts of our work, has zero or minimal environmental impact, and we have implemented a recycling program to ensure the most advantageous disposition of all the materials we remove. Information about our various recycling strategies is listed in a previous section.

DRC has also developed an Environmental Protection Plan (EPP) in an effort to protect the health and welfare of the environment, our employees, Town employees and the population and property surrounding any of DRC's work sites. This EPP was prepared in an attempt to ensure compliance with applicable laws and regulations of the Federal, State and/or Local entity governing environmental, health and safety issues.

Each project or job site may have distinctive characteristics that effect which portions of the plan are applicable. Projected operations, site terrain, population, density of structures and proximity of environmentally sensitive areas, as well as contract task orders and types of equipment, may



also effect the plan's implementation. DRC Senior Management, along with DRC and Subcontractor Project Managers, determine which portions of the EPP are required for a particular job site and scope of work.

A copy of DRC's Environmental Protection Plan is available for review upon request.

QUALITY CONTROL PLAN

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

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

SUBCONTRACTING

Quality Control Protocol

DRC has several policies in place to assure quality control when employing subcontractors and multiple crews.

1. **Zoning:** DRC supervisors assign subcontractors or crews (depending on the size of the location and severity of event) to very specific zones. This alleviates confusion and lessens the risk of unaccountability.
2. **Limited tiers:** DRC will allow only two subcontracting tiers in its performance of the work.

Please see Tab 2: Proposer Qualifications included in this proposal for information about DRC's Local Subcontractor Participation Plan.

EMPLOYEE PERFORMANCE AND TRAINING

As one of the leading disaster response companies in the United States, we have developed one of the most capable recovery teams in the nation. Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris.

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

DRC, subcontractors, associates and contract reservist personnel have specialized training for emergency management and/or have attended multiple industry seminars and conferences. DRC, its subcontractors and/or personnel maintain membership in many professional organizations, including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services and are familiar with USACE, FEMA



and FHWA rules and regulations, the Stafford Act and 44CFR, as they pertain to emergency response, recovery and reimbursement.

TECHNICAL TRAINING AND EDUCATIONAL SERVICES

DRC Emergency Services, LLC, by comprehensive planning and support, along with vigorous training, can help local government reach a level of readiness that will allow the government to address these contingencies with confidence. We are committed to helping our clients understand the principals and all hazard aspects of Emergency Management, and we have had overwhelming success with training programs and pre-event planning workshops.

DRC has qualified personnel who are available to provide the Town of Cutler Bay with Exercises, Plans, Formulation or Training on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to the Town of Cutler Bay as a service at no additional cost to the Town. Training sessions will address planning and reimbursement issues, as well as any other concerns of the Town, and are scheduled and led by Dr. Walter Maestri, DRC's Emergency Management Consultant.

Dr. Maestri served for over a decade as Director of Emergency Management for Jefferson Parish, Louisiana, playing a key role in preparation and evacuation planning for Louisiana's largest suburban parish. His expertise and experience have been engaged by federal and state emergency planners as well as nationwide news networks over the past ten years. Most recently, Dr. Maestri served the citizens of his parish and state with distinction during and after Hurricane Katrina, the nation's worst-ever natural disaster. He has authored over a dozen publications and presentations on emergency management, has ten different certifications from the Emergency Management Institute and the Federal Emergency Management Agency and holds a bachelor's degree from Spring Hill College in Mobile, as well as a doctorate from the University of Southern Mississippi.

Typically, training sessions also include DRC consultants and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.



PROPOSER QUALIFICATIONS

For over 14 years, DRC has provided extensive disaster recovery services, environmental services and civil construction to governments and private citizens alike. As a leader in the recovery industry, our passion is helping communities prepare for the worst while being prepared to deliver a rapid response when necessary, all to facilitate the most efficient recovery possible. Setting new industry standards is what our customers have come to expect, and DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over \$2 billion in contracts over the last 14 years alone, DRC employs scores of talented professionals ready to satisfy our client's needs. We are proven, and we are ready.

RANGE OF ACTIVITIES

The primary mission of DRC is to provide a **professional, honest, and immediate response** to natural and man-made disasters throughout the world. DRC has developed extensive experience and capabilities in emergency response and recovery over the last twenty three years including, but not limited to:

- Debris Management
- Demolition
- Marine Debris, Salvage, and Recovery
- Vehicle and Vessel Removal And Processing
- Technical Assistance and Project Management
- Temporary Housing, Workforce Housing and Life Support
- Construction and Construction Management
- Landfill Management
- Civil, Heavy, and Recovery Construction
- Oil Spill Response and Mining
- Right-of-way maintenance
- Beach Renourishment
- Canal Bank Stabilization
- Drainage Improvement Projects

"DRC either met or exceeded all aspects of their contractual obligations with LCG during these two disasters as well as met and satisfied the established production and completion schedules for debris generated by these two disasters" – Terry L. Cordick, Associated Director of Public Works, Lafayette Parish, LA

DRC is capable of handling all or part of any disaster remediation including the FEMA reimbursement process. DRC companies and affiliates have the experience, personnel, and equipment to mobilize immediately and are dedicated to providing professional, cost effective, responsive, high-quality service using our extensive experience and capabilities in emergency response and recovery as our guide.



NOTABLE ACHIEVEMENTS AND EXPERIENCE

- Simultaneously mobilizing, staffing and successfully operating 39 individual projects throughout the Southeastern US valued in excess of two hundred million dollars
- Providing, placing in service and simultaneously utilizing in excess of 4000 pieces of specialized equipment
- Maintaining an experienced cadre of over fifty Program and Project Managers
- Establishing a single-day productivity record for post-disaster debris removal as recognized by FEMA in 2008
- Earning recognition as one of the Top 50 Specialty Contractors by *Engineering News-Record*
- Designing, implementing, managing and financing a 150-mile Gulf of Mexico shoreline protection system in response to the BP oil spill
- Establishing industry standards for total volume recycled by recycling 100% of the volume collected in Houston, TX following Hurricane Ike
- Designing and implementing new standards for moving work zones
- A 14-year record of 100% federal reimbursement for eligible work performed
- A 14-year record of environmental compliance

NUMBER OF YEARS OF RELATIVE EXPERIENCE

Since 2001, DRC Emergency Services, LLC has responded to numerous natural or man-made disaster events involving hundreds of contracts. DRC has collected over 150 million cubic yards of debris and established industry benchmarks for debris recycling and collection efficiencies. The 2008 hurricane season produced two devastating storms in Hurricane Ike and Hurricane Gustav in which DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. DRC recycled 100% of the debris we collected in Houston, TX in the wake of Hurricane Ike, which amounted to over 5 million cubic yards. We also set an industry record for the most debris collected in a single day in 2008 and, according to FEMA officials, the record still stands today.

During the 2004 Hurricane season alone, DRC worked 37 virtually simultaneous, separate contracts performing a total of over \$150,000,000 in emergency work, and recovering over 10,000,000 cubic yards of debris in a four and half month period. In approximately 100 days DRC removed and disposed of approximately 10,000,000 cubic yards of debris. DRC also recovered, screened and restored tens of thousands of cubic yards of displaced sand and debris to restore 15 miles of beaches destroyed in Florida in the aftermath of Hurricane Ivan. During 2005 and 2006, DRC performed work on damages from Hurricanes Katrina, Rita and Wilma from the Florida Keys to Louisiana all the way to Houston, Texas. DRC Emergency Services, LLC possess extensive experience with disaster debris removal and therefore has an excellent understanding of the work to be performed.

Having performed debris operations nearly all of the United States and internationally for over 14 years, DRC takes pride in bringing innovation and professionalism to each project



undertaken. We've consistently demonstrated an ability to both self-perform work immediately and engage a network of over 5,000 subcontracting partners. This unique ability means that no matter the location or size of an event, we can respond immediately and effectively.

SIZE OF FIRM AND OFFICE LOCATIONS



DRC Emergency Services, LLC is headquartered in Mobile, Alabama with branch offices in New Orleans, Louisiana, Houston, Texas and West Palm Beach, Florida and is uniquely qualified to understand and serve the disaster management and debris clearing needs of all of our clients across the country. We currently have 59 full time employees, as well as dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike the Town of Cutler Bay, DRC will dedicate all necessary manpower and equipment and in no case will the project be understaffed.

CONTACT PERSON

Bryan Fike, Regional Manager, will serve as contact person for this contract. He can be reached by telephone at 251-421-5176 or by email at bfike@drcusa.com.



FINANCIAL STRENGTH AND STABILITY

DRC is, financially, one of the strongest groups in its industry and class. DRC has managed and completed dozens of multimillion dollar contracts in its history. By offering a diverse array of high-quality professional services, DRC has maintained its financial soundness at times when other companies in the industry have struggled to perform. At times following the 2005 and 2008 storm seasons, DRC was over \$100mm out of pocket, prior to receiving any payments from clients. DRC is owned and backed by Alcentra, a global asset management firm wholly owned by the Bank of New York Mellon, with \$21.5 billion in assets under management. Alcentra and its affiliates have invested over \$20mm of capital into DRC, giving the company the ability to respond to any event or challenge. The following are some highlights of DRC's financial capability:

- DRC is capable of insuring projects in any amount and our key coverages are unlimited in amount. With the support of its investors, DRC has over \$10mm of available working capital and has the financial ability to bid on and perform contracts in excess of \$100 million. Please see attached letter from the Bank of New York Mellon for evidence of DRC's financial support and stability.
- DRC has a total bonding capacity of at least \$100,000,000.
- In 2008, following Hurricanes Ike and Gustav, DRC provided debris removal services for 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. These were simultaneously provided disaster management services. The total value of these contracts is currently estimated at \$200,000,000.00
- In 2005-2006, DRC mobilized, performed, and completed a contract of over \$100,000,000 for the Louisiana Department of Transportation and Development in response to Hurricane Katrina while performing on numerous other projects across the nation.
- During the 2004 Hurricane season, DRC worked 37 separate contracts performing a total of over \$150,000,000 in emergency work, and recovering of over 10,000,000 cubic yards of debris in a four and half month period. Throughout this entire period, all subcontractors were paid on a weekly basis, even though DRC often had to wait up to 30 to 60 days for interim invoice payments.
- DRC has not failed to complete any work awarded to it, has not defaulted on any contracts, has met all financial contractual obligations, and has never filed for bankruptcy.

COMMITMENT TO COMPLIANCE AND ETHICAL BUSINESS CONDUCT

DRC Emergency Services, LLC strives to provide the most dependable, honest, customer-centric services in the industry, while upholding the highest standards of ethical conduct and compliance at all times. To better ensure our continued compliance with law and rules and regulations, DRC's senior management has established a formal code of business conduct. By implementing these guidelines, DRC is fully demonstrating its commitment to adhere to the highest professional standards and to act as a trustworthy source of unique capabilities to our public and



private contracting partners. In addition, we expect that all contractors and individuals that work with us while serving our public and private customers shall also adhere to the highest ethical business conduct standards.

Kristy Fuentes, DRC's Chief Compliance Officer, oversees the Corporate Compliance Program, functioning as an independent and objective body that reviews and evaluates compliance issues/concerns within the organization as well as external issues relating to DRC's interaction with customers and environmental factors. The position ensures our Board of Directors, management, employees and customers are in compliance with the rules and regulations of regulatory agencies; that company policies and procedures are being followed; and that behavior in the organization meets the company's Standards of Conduct. The Chief Compliance Officer acts as staff to the CEO and an independent reporter to the Board of Directors and General Richard Bednar (DRC's independent third-party compliance consultant) by monitoring and reporting results of the compliance/ethics efforts of the company and in providing guidance for the Board and senior management team on matters relating to compliance. The Chief Compliance Officer, together with General Bednar, is authorized to implement all necessary actions to insure achievement of the objectives of an effective compliance program.

The Corporate Compliance Office exists:

- As a channel of communication to receive and direct compliance issues to appropriate resources, including DRC's independent third-party compliance consultant, for investigation and resolution, and
- As an independent conduit to the Board of Directors regarding Company activities
- As a final internal resource with which concerned parties may communicate after other formal channels and resources have been exhausted.
- As a resource to our individual customer base regarding contract compliance, environmental compliance and any and all issues involving contract performance.

DRC's Core Values

- Tell the Truth. In all business matters, we are committed to finding the truth and telling the truth. Truth-telling is a fundamental obligation of the DRC Emergency Services, LLC executive leadership and all employees.
- Use Common Sense and Good Judgment. We rely on the integrity of our employees and expect that they apply common sense and good judgment even when no one is watching.
- Work Hard. We expect all employees to give the full measure of honest effort to their working responsibilities, while maintaining a healthy life balance with wholesome off-duty interests and activities.
- Be Prepared. The nature of our emergency services work demands that all of us be in a continuing state of readiness. Responding to urgent calls for our help with the right personnel and equipment assets sets us apart from the competition.



- Be Accountable. We are accountable for everything we do or fail to do. We take ownership of our actions and stand up to the consequences of those actions whether positive or harmful to our customers or our Company.
- Show Courtesy and Respect. Our culture is built on the initiative, strengths and dedication of our people. We treat each other with respect, honesty, courtesy and fairness. We value the different skills, perspectives and experiences of our people.
- Protect Privacy: The privacy and integrity of customer and employee records and information is part of showing respect. Personal or private information should be disclosed only after conferring with and receiving permission from the individual or customer.

Application of Core Values

- To our customers we place highest priority on the timeliness of our response, our practical effectiveness, and the quality of our services and solutions.
- To our fellow employees we look out for their welfare, safety and health. We promote an environment that encourages new ideas, doing the right thing, enjoyment of work and equal opportunity for advancement.
- To our suppliers and subcontractors we are fair and professional in all our dealings. We honor our commitments to our business partners. We select business partners who will adhere to ethical standards.
- To our neighbors wherever we work we are responsible citizens who respect the laws and customs of the communities in which we work.

RECENT WORK EXPERIENCE

2014 Ice Storms

The winter of 2014 wreaked havoc on the eastern seaboard. DRC's initial work began in Richmond, Virginia supporting the City with ice and snow removal on several occasions in the months of December and January. On February 10, 2014, Ice storm Pax impacted the States of North Carolina, South Carolina and Georgia. DRC Emergency Services' contract with the South Carolina Department of Transportation was activated in preparation of the event and as soon as weather permitted, DRC's crews began clearing roadways. This event damaged and destroyed millions of trees throughout the State of South Carolina. The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in 8 counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees. DRC managed and operated over 15 Debris Management Sites reducing and recycling over 1.5 million cubic yards of debris. Simultaneously, DRC's contracts in North Carolina, were activated in New Hanover County, Pender County, the City of Wilmington for debris removal and reduction of approximately 400,000 cubic yards of debris. The winter of 2014 ended with a



late ice storm in the first week of March in the State of North Carolina. In response to the damage caused by this storm, DRC was contracted by the City of Thomasville and the City of Archdale.

2013 Midwestern Tornado Outbreak

Beginning on May 20, 2013 and lasting nearly a week, severe thunderstorms that produced numerous devastating tornadoes swept through Texas, Oklahoma, Kansas and Missouri before moving on to the northeastern states. Widespread damage was reported, mainly throughout Oklahoma and Missouri. In response to these damaging tornadoes, DRC was contracted to perform debris removal and disaster recovery services in the City of Oklahoma City, Pottawatomie County, Oklahoma and St. Charles County, Missouri. Recovery operations are currently underway.

2012 Super Storm Sandy

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

2012 Hurricane Isaac

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

2011 Tornado Outbreak

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

2011 FEMA Site Development

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



and electrical power and services are just a few examples of DRC's responsibilities with this project.

Deepwater Horizon Oil Spill

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

The Hurricane Season Of 2009

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

The Hurricane Season Of 2008

In 2008, Hurricanes Gustav and Ike devastated the Louisiana and Texas coastlines. DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. In Houston, Texas, DRC ES established industry benchmarks by achieving a FEMA record for hauling debris in a single day under a FEMA disaster declaration project. DRC's work in these regions was nearly completed in a little over two months, having quickly restored these communities in the wake of severe storms.

The Hurricane Season Of 2005

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



Louisiana and in Monroe, Escambia, and Miami-Dade counties in Florida, as well as the eastern coastal counties of Texas.

The Hurricane Season Of 2004

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

10 YEAR PAST PERFORMANCE

DATE 2014	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
October	Brazos County, TX	Tree Trimming and Removal	Work in Progress: Maintenance Contract
September	City of Athens, AL	Grinding and Hauling	\$65,552.00
August	TXDOT- Smith County	Tree Removal	Work in Progress: \$166,050.00
August	ALDOT-2 nd Division District 3	Tree Trimming/Canopy Removal- District 3	Work in Progress: \$121,314.98
August	Jefferson Parish Public Works	Stumps and Root Mass Grinding	Work in Progress \$50,000
July	City of Athens, AL	Grinding and Disposal of April 28,2014 Storm Debris/Green Waste	Work in Progress
July	Harris County, TX	South Richey Stormwater Detention Basin Excavation	Work in Progress \$5,350,171.15
July	City of Shreveport, LA	Cross Lake Dam Embankment Vegetation Removal	Work in Progress \$252,284.26
July	City of Center Point, AL	Demolition and Cleanup	Work in Progress Est. \$34,911.00
July	City of Archdale, NC	Winter Storm Debris Easement Removal	Work in Progress Est. \$75,000.00
July	City of Jonesboro, AR	Debris Removal	Work in Progress Est. \$ 270,000.00
May	Archdale, NC	Winter Storm Debris Removal	Work In Progress \$228,000.00
May	Gulf Breeze, FL	Emergency Debris Removal	\$108,995.46



May	Okaloosa, FL	Emergency Debris Removal	\$5,816.78
April	Thomasville, NC	Debris Removal and Disposal, Debris Management, and Debris Clearance	\$473,222.69
March	City of New Orleans	Strategic Demolitions for Economic Recovery	Work in Progress \$6,685,950.00
February	New Hanover, NC	Emergency Response, Management, and Recovery	\$1,146,756.55
February	Wilmington, NC	C&D Debris Removal and Vegetative Debris Removal and Disposal	\$1,555,223.85
February	Pender County, NC	Debris Management and Site Disposal	\$66,447.07
February	South Carolina Department of Transportation	Clearing Roads, ROW, Debris Hauling due to a hurricane/storm event	Work in Progress Approx \$40,000,000.00
January	Richmond, VA	Snow Removal Services	\$36,855.00
January	LADOTD – Webster Parish	Tree Removal in Webster Parish	Work In Progress Est. \$458,785
DATE 2013	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Port St. Lucie	Canal Bank Stabilization Improvements (3 Segments)	Work in Progress Est. \$4,022,930.54
September	LADOTD – Bienville Parish	I-20 Tree Removal in Bienville Parish	Work In Progress Est. \$348,053
July	St. Louis County, MO	Tree Removal & Stump Grinding	Work In Progress Est. \$16,041.11
June	St. Charles County, MO	Emergency Storm Debris Removal	923,105.33
June	Bridgeton, MO	Emergency Storm Debris Removal	\$38,918.81
June	Pottawatomie County, OK	Emergency Cleanup of Storm Debris	\$418,256.75
June	City of Oklahoma City	Emergency Storm Debris Removal	\$1,873,206.11
May	Terrebonne Parish Consolidated Govt.	St. Louis Bayou Cleanout	Work In Progress Est. \$924,950.00
April	Zehendner Disaster Relief, LLC	Super Storm Sandy Marine Debris Removal Ocean City, NJ	\$512,750.50



DATE 2012	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Piscataway, New Jersey	Super Storm Sandy Debris Removal	\$1,498,637.31
November	New York Department of Transportation	Super Storm Sandy Debris Removal Nassau County	\$5,190,263.72
November	New York Department of Transportation	Super Storm Sandy Debris Removal Suffolk County	\$8,224,716.15
November	New York Department of Transportation	Super Storm Sandy Debris Removal Suffolk County	\$3,607,542.53
November	Harford County, Maryland	Super Storm Sandy Management of Vegetative Debris	\$29,671.63
September	Ascension Parish	Hurricane Isaac Debris Removal	\$279,364.17
September	LADOTD District 62	Hurricane Isaac Debris Removal	\$913,039.39
September	Mandeville, LA	Hurricane Isaac Debris Removal	\$465,759.22
September	St John the Baptist	Hurricane Isaac Debris Removal	2,919,975.96
September	Jefferson Parish	Hurricane Isaac ROW Debris Removal	\$1,713,925.30
September	East Baton Rouge	Hurricane Isaac Disaster Management	\$2,474,520.78
September	St. Charles Parish	Hurricane Isaac Debris Removal	\$506,673.33
August	Jefferson Parish	Hurricane Isaac ROW Debris Removal	\$64,402.51
August	NOLA	Hurricane Isaac Debris Removal	\$2,576,871.94
August	DDD NOLA	Hurricane Isaac Debris Removal	\$14,858.79
August	State of Louisiana	Hurricane Isaac – Mass Feeding	\$23,750.00
August	State of Louisiana	Hurricane Isaac – Catering Services	\$21,030.00
August	State of Louisiana	Hurricane Isaac - Delivered MRE's to Kenner, LA	\$4,604.64
August	State of Louisiana	Hurricane Isaac Sand Delivery	\$19,680.00



August	FDOT District 7, FL	Hurricane Isaac - Cut and Toss Contract Z 7023	\$17,550.00
July	St. Clair County, AL	PWB #29 Shoal Creek Extension	\$188,864.00
July	VDEM	Logistics / Emergency Supplies	\$96,911.80
July	Corpus Christi, TX	Brush Collection	\$249,070.83
June	Matthews County, VA	Logistics / Emergency Supplies	\$13,109.00
May	Corpus Christi, TX	Debris Removal	\$482,331.96
May	Moody, AL	Storm Debris Removal	\$69,375.00
May	Limestone County, AL	Waterway Debris Removal	\$164,605.02
May	St. Clair County, AL	Shoal Creek Debris Removal	\$682,000.00
May	St. Clair County, AL	Kelly Creek Debris Removal	\$173,782.00
April	Tuscaloosa, AL	Forest Lake Debris Removal	\$142,817.00
March	Pendleton County, KY	Tornado debris removal from county road right of ways	\$144,039.22
March	Lafayette Consolidated Government	Emergency Disaster Debris Removal from March 2012 Floods	\$52,767.84
February	Center Point, AL	Disaster Debris Removal, Reduction & Disposal for January 2012 Tornadoes	\$458,260.06
January	Tuscaloosa, AL	Structural demo, Debris removal and Site cleanup	\$1,369,153.80
DATE 2011	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Barrington, RI	Tub Grinding @ Town Compost Site	\$81,956.92
October	Houston, TX	Debris Removal in City Parks and ROW's	\$3,783,080.94
September	Southern Shores, NC	Debris Removal - Hurricane Irene	\$240,643.61
September	Pamlico County, NC	Veg and C&D Debris Removal - Hurricane Irene	\$1,383,586.23
September	New Hanover County, NC	Veg / C&D Debris Removal &	\$278,255.70



		Disposal	
September	VDOT-Ashland Residency	L & H Debris Removal – Hurricane Irene	\$4,498,736.62
September	Richmond, VA	Disaster Recovery Services – Hurricane Irene	\$895,762.35
September	Pender County, NC	Site Mgmt @ Rocky Pt Convenient / Morris Tract in homestead	\$42,897.68
September	Cranston, RI	Debris Removal – Hurricane Irene	\$1,209,413.46
September	Narragansett, RI	Debris Removal – Hurricane Irene	\$47,826.23
September	Calvert County, MD	L & H Debris Removal – Hurricane Irene	\$143,659.44
September	USACE-Minot, North Dakota	Mobile Home Group – Site Development Minot, ND	\$9,367,899.71
September	North Topsail Beach, NC	Debris Removal – Hurricane Irene	\$4,950.00
September	Cumberland, RI	Debris Removal – Hurricane Irene	\$53,440.00
September	Providence, Rhode Island	Debris Removal – Hurricane Irene	\$209,399.00
September	Rhode Island D.O.T	Emergency Push – Hurricane Irene	\$17,864.50
August	Holmes County, MS	Debris removal – 2011 Tornadoes	\$36,515.94
August	VDEM	Logistic/Life Support Services due to Hurricane Irene: Portable Showers & Toilets, Bottled Water, Fuel, Generators, Reefer Trucks	\$514,000.00
August	Harford County, MD	Provided Roll Off containers due to Hurricane Irene	\$66,012.00
August	St. Mary's County, MD	Push / Load and Haul Debris Removal – Hurricane Irene	\$855,323.40
August	Havelock, NC	Debris Removal – Land H Hurricane Irene	\$213,132.34
August	TME	Emergency Push (Suffolk, VA) – Hurricane Irene	\$828.00
August	VDOT Hampton Road District, Virginia	Debris Removal - Hurricane Irene	\$7,701,214.94
July	Durant, MS	Veg Debris Removal, Hauling & Disposal – 2011 MS tornado	\$146,745.80
June	City of Birmingham, AL	Debris removal related to April tornado	\$967,820.03
June	AL DOT Division 3 Jefferson County, AL	Debris removal related to April tornado	\$260,979.00
June	AL DOT Division 3 Shelby County, AL	Removal and Disposal of Storm Debris and Damaged Trees	\$1,688.89



June	AL DOT Division 3 St. Clair County, AL	Removal and Disposal of Storm Debris and Damaged Trees	\$212,836.34
June	AL DOT Division 3 Blount County, AL	Removal and Disposal of Storm Debris and Damaged Trees	\$3,255,622.52
June	USACE W912DQ-11-R-1033 DRC ES Teaming with Intelligent Investments, Inc.	Debris Collection & removal / Joplin Tornado Recovery Effort	\$2,673,159.37
June	USACE W912DQ-11-R-1036 DRC ES Teaming with R & R Trucking, Inc.	Debris Collection & removal / Joplin Tornado Recovery Effort	\$2,869,470.40
June	Plaquemines Parish, LA Temp Correctional Training Facility	Provision of temporary correctional training facility	\$2,049,081.42
June	Clay County, MS	Removal and Disposal of Storm Debris and Damaged Trees	\$47,150.10
June	City of New Orleans, LA	FEMA Demolition Program Hurricanes Katrina & Rita	\$2,860,893.60
May	Fultondale, AL Jefferson County	Debris removal related to April tornado	\$985,685.26
May	Calhoun County, AL	Debris removal related to April tornado	\$4,652,742.66
May	East Baton Rouge, LA Recreation and Park Commission Central Community Sports Park	Recreation Facility Construction	\$2,768,672.22
May	City of Trussville, AL	Debris removal related to April tornado	\$99,620.38
May	AL DOT Division 1 District 4 (AL 69 and 79 Marshall County)	Debris removal related to April tornado	\$403,935.00
May	City of Birmingham	Debris removal related to April tornado	\$5,578,914.05
May	AL DOT Division 1 District 4 (AL 91 Cullman County, AL)	Debris removal related to April tornado	\$993,538.00
May	AL DOT Division 1 District 4 (AL 227 & AL 62 Marshall County)	Debris removal related to April tornado	\$1,792,201.95
May	AL DOT Division 1 District 4 (I-65 Cullman County, AL)	Debris removal related to April tornado	\$1,689,537.00
May	AL DOT Division 1 District 4 (AL 75, AL 168, US 231 & AL 67 Marshall & Cullman Counties)	Debris removal related to April tornado	\$233,334.00
May	AL DOT Division 1 District 4 (US 278 & US 31 Cullman County, AL)	Debris removal related to April tornado	\$171,479.00
May	AL DOT Division 1 District 3 (Jackson County, AL)	Debris removal related to April tornado	\$454,803.00



May	AL DOT Division 1 District 3 (DeKalb County, AL)	Debris removal related to April tornado	\$165,183.00
May	AL DOT Division 5 District 2 (Tuscaloosa, AL)	Debris removal related to April tornado	\$2,950,669.00
May	Town of Phil Campbell, AL	Debris removal related to April tornado	\$2,343,961.22
May	Franklin County, AL	Debris removal related to April tornado	\$2,339,722.44
May	Alabama Department of Conservation and Natural Resources (Guntersville State Park)	Debris removal related to April tornado	\$2,302,133.60
April	USACE-Nashville, TN	Metro Center Levee Improvements-construction of bike path on existing levee	\$1,038,680.57
April	Southern Industrial Contractors-St. Bernard Parish, LA	Roadway restoration project- repairs throughout the Parish	\$262,934.70
April	NC DOT-Johnston County, NC	R.O.W. debris removal and disposal related to the April tornado	\$98,739.61
April	NC DOT-Wilson County, NC	R.O.W. debris removal and disposal related to the April tornado	\$46,359.56
April	NC DOT-Greene County, NC	R.O.W. debris removal and disposal related to the April tornado	\$161,472.00
DATE 2010	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Richmond, VA	Snow Push	\$27,803.50
December	Innovida – World Vision NGO – Haiti	Site work for schools	\$129,000.00
September	Corpus Christi, TX	Debris Removal – yearly maintenance	\$340,133.67
August	Chemonics International, Inc.	Haiti – Seismic and structural evaluation of the former US Chancery facility and former USAID Mission facility to withstand future natural disasters	\$56,155.00
July	World Food Program	Haiti – Construction and operation of secured community housing and support facilities	\$7,186,840.47
June	IOM	Haiti - Construction of 650 temporary shelters	\$296,000.00
May	Netherland Red Cross	Haiti - Supply & construct 205 transitional shelters	\$493,845.00



May	Monroe County, FL	Lobster Trap Removal	\$1,771,855.38
May	Escambia County, FL	Oil Spill Recovery for BP Oil Spill	\$5,015,323.99
May	United States Environmental Services, LLC Louisiana	Provision of Boom for BP Oil Spill	\$1,000,000.00
May	Lawson Environmental Louisiana	Provision of Boom - for BP Oil Spill	\$884,000.00
May	Orleans Parish Criminal Sheriff's Office	Temporary Inmate Housing	\$9,025,109.43
May	City of Nashville, TN	Flood Debris Removal	\$240,509.17
May	BP Deep Water Horizon Oil Spill Response	Oil Spill Recovery Efforts Plaquemines Parish, Lafitte and Terrebonne Parish, LA and the Panhandle of Florida	Est. \$170,000,000.00
May	State of Florida DEP Santa Rosa County	Placement of Oil Containment Boom	\$1,479,192.30
May	Coastal Planning and Engineering Okaloosa County	Placement of Oil Containment Boom	\$5,184,096.40
April	Red Cross	Provision of Temporary office space	\$163,112.00
April	Government of Haiti	Haiti - Operation of National Landfill in Truitier	\$45,913.50
March	Major International Bank – Haiti (privileged information)	Haiti – Lease of temporary living facilities and support infrastructure.	\$444,444.00
March	International Society of the Red Cross and Red Crescent	Heavy Equipment Lease	\$244,229.83
March	Terrebonne Parish Consolidated Government	Demolition of 83 houses	\$400,000.00
February	United States Army-Department of Defense	Providing light towers	\$118,898.75
February	City of New Orleans, Louisiana	Strategic Demolition	\$5,265,125.00
February	Anne Arundel County, MD	Snow Push	\$3,054,029.50
February	Alexandria, Virginia	Snow Push	\$27,216.00
February	Prince William County, Virginia	Snow Push	\$32,880.00



February	City of Baltimore, Maryland DGS	Snow Push	\$2,697,721.00
February	Arlington County, Virginia	Snow Push	\$264,408.00
February	VDOT-Warrenton Residency	Snow Push	\$48,624.00
February	MDOT-SHA Region C, Anne Arundel County, MD	Snow Push	\$9,593.00
February	Baltimore Public Buildings & Grounds	Snow Push	\$212,931.00
February	Virginia Department of Emergency Management	Snow Push	\$51,000.00
January	CRS- under contract to the U.S. Navy	Haiti - Providing life support, debris removal at the Hotel Montana, build and operate the Lt. F.A. Toner Camp, Debris removal in Turgeau and Delmas, Heavy equipment rental to support SEABEE's, deceased victim recovery at 60 demo sites	\$5,832,915.13
January	Haiti – Including U.S. & other militaries, hospitals, refugee camps and numerous NGO's and other clients	Haiti - Providing and servicing portable latrines	\$1,317,353.00
January	Unibank, Haiti	Debris & deceased victim removal at bank building	\$22,444.00
January	Terrebonne Parish Consolidated Government	Marine and vessel debris removal	\$216,000.00
DATE 2009	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Anne Arundel County, Maryland	Snow Push	\$3,110,362.00
December	Virginia Department of Emergency Management	Snow Push	\$477,178.55
November	TXDOT Cherokee County	Tree Trimming & Brush Removal	\$171,176.25
November	New Orleans, LA	Construction of City Park Tennis Center	\$3,680,000.00
August	Louisiana Land Trust # 7	Structure and slab demo in Orleans, Jefferson, St Bernard Parish	\$426,480.00
August	Louisiana Land Trust # 11	Structure and slab demo Orleans Parish	\$1,277,740.00



July	Assumption Parish Police, Jury, LA	Debris Removal-Ezekiel St. Dumpsite	\$94970.00
July	Grand Isle State Park, LA	Erosion Control	\$1,392,700.00
July	Iberville Parish, LA	Removal of Sunken Barges	\$196,000.00
July	Jefferson Parish, LA	Private property demolition in Bataria, Lafitte, Crown Point and Grand Isle	\$1,323,044.20
June	North Topsail Beach, N.C.	Berm Shaping	\$220,459.00
April	Birmingham Airport Authority	Demolition	Est. \$148,464.00
April	Lafayette, Louisiana	Demolition of residential houses	\$17,664.00
April	TXDOT Galveston County	Bolivar Ditch Excavation	Est. \$306,413.28
March	Lexington-Fayetteville Urban County Government Parks and Golf Course	Ice Storm Debris Removal	\$177,877.50
March	LADOTD	Hurricane Gustav Chipping and Grinding	\$144,565.00
March	Graves County, Kentucky	Ice Storm Debris Removal	\$2,220,183.54
March	Baxter County, Arkansas	Ice Storm Debris Removal	\$4,519,870.90
February	Lexington-Kentucky Urban County Government	Ice Storm Debris Removal	\$780,000.00
February	Blytheville, Arkansas	Ice Storm Debris Removal	\$1,481,569.99
February	Kentucky DOT -- District 1	Ice Storm Debris Removal	\$5,852,377.80
February	Harris County, TX	Hurricane Ike Debris Removal	\$24,750.00
February	Fayetteville, Arkansas	Ice Storm Debris Removal 2009	\$2,592,537.17
February	Kentucky DOT -- District 2	Ice Storm Debris Removal	Est. \$509,174.25
January	Texas General Land Office	Hurricane Ike Marine Debris Removal	Est. \$22,703,700.00
DATE 2008	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT



October	USACE Vicksburg District	Drift and Debris Removal and Associated Work , Coldwater Rivershed	\$467,280.00
October	Texas DOT Hardin East	Hurricane Ike Debris Removal ROW	\$176,893.20
October	Texas DOT Chambers East	Hurricane Ike Debris Removal ROW	\$413,525.00
October	Bayou Lafourche Fresh Water District	Hurricane Gustav Debris Removal	\$772,320.00
October	Texas DOT – Orange County	Hurricane Ike Debris Removal	\$2,206,012.92
October	Groves, TX	Hurricane Ike Debris Removal	\$16,584.21
October	Port of Galveston, TX	Hurricane Ike Debris Removal	\$467,898.84
September	Plaquemines Parish, LA	Repairs to Buras Library – Hurricane Katrina	\$3,424,000.00
September	Westwego, LA	Hurricane Gustav Debris Removal	\$35,674.67
September	Kenner, LA	Hurricane Gustav Debris Removal	\$315,000.00
September	New Orleans, LA	Hurricane Gustav Debris Removal	\$1,650,562.67
September	St John the Baptist, LA	Hurricane Gustav Debris Removal	\$792,395.68
September	St. Landry Parish, LA	Hurricane Gustav Debris Removal	\$2,992,882.80
September	Iberville, LA	Hurricane Gustav Emergency Push and Debris Removal	\$3,368,184.69
September	Lafayette, LA	Hurricane Gustav Emergency Push and Debris Removal	\$4,506,624.12
September	Iberia, LA	Hurricane Gustav Debris Removal	\$1,793,463.03
September	Tangipahoa, LA	Hurricane Gustav Debris Removal	\$2,780,902.26
September	LADOTD District 2,3,61,62	Hurricane Gustav Debris Removal	\$18,970,757.96
September	Galveston, TX	Hurricane Ike Debris Removal	\$38,007,492.62



September	Harris County, TX	Hurricane Ike Debris Removal	\$19,446,030.96
September	Piney Point Village, TX	Hurricane Ike Debris Removal	\$693,346.07
September	Taylor Lake Village, TX	Hurricane Ike Debris Removal	\$598,735.91
September	Bellaire, TX	Hurricane Ike Debris Removal	\$880,126.19
September	Port Neches, TX	Hurricane Ike Debris Removal	\$450,447.33
September	Jefferson County, TX	Hurricane Ike Debris Removal	\$1,996,522.66
September	Nassau Bay, TX	Hurricane Ike Debris Removal	\$480,179.64
September	Nederland, TX	Hurricane Ike Debris Removal	\$915,993.94
September	Humble, TX	Hurricane Ike Debris Removal	\$646,447.07
September	Jamaica Beach, TX	Hurricane Ike Debris Removal	\$2,605,261.37
September	Port Arthur, TX	Hurricane Ike Debris Removal	\$6,831,004.19
September	Baytown, TX	Hurricane Ike Debris Removal	\$3,116,996.01
September	El Lago, TX	Hurricane Ike Debris Removal	\$308,842.37
September	Jefferson County Drainage District No. 7, TX	Hurricane Ike Debris Removal	\$1,645,364.59
September	Houston, TX	Hurricane Ike Debris Removal	\$65,138,381.25
July	Plaquemines Parish, LA	Repairs to Buras Auditorium Project No. 06-08-03 – Hurricane Katrina	\$4,468,000.00
June	Parkersburg, IA	Debris Recovery Contract	\$5,486,500.00
June	Plaquemines Parish, LA	Repairs to Hurricane Damage at Port Sulphur Government Building Hurricane Katrina	\$3,676,593.00
June	Plaquemines Parish, LA	Replacement of the Recreation/Sign/Prowm Building Hurricane Katrina	\$2,924,000.00



June	Plaquemines Parish, LA	Replacement of the District 8 Council Building – Hurricane Katrina	\$1,486,968.00
June	Macon, GA	Debris Management and Removal Services	\$3,458,435.00
May	Port of New Orleans, LA	Press and Louisa St. Wharves Demolition & Removal of Remaining Structures	\$1,530,355.00
May	New Orleans, LA	Structural Demolition, Selective Salvage, Debris removal and Site Clean-up	\$2,696,118.71
April	Benetech – FEMA – Park Restorations	Restoration of Trailer Parks	\$64,800.00
March	Macon County, TN	Debris Removal & Disposal - Northern Portion – Subcontractor to Benetech	\$677,674.68
March	Macon County, TN	Debris Removal & Disposal - Southern Portion – Subcontractor to Benetech	\$522,732.15
February	Alba, MO	Debris Removal Related to the Dec 9 & 10, 2007 Ice Storm	\$28,750.00
February	Jefferson Parish, LA	Private Property Debris Removal	\$111,893.00
January	Monroe County, FL	Removal Of the Lady Luck Casino Vessel	\$499,050.00
January	Duquesne, MO	Debris Removal Related to the Dec 9 & 10, 2007 Ice Storm	\$128,886.00
DATE 2007	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Jefferson Parish, LA	Private Property Demolition	\$184,942.26
December	Webb City, MO	Debris Removal Related to the Dec 9 & 10, 2007 Ice Storm	\$529,758.39
November	City of New Orleans, Louisiana	Hurricane Katrina – Demolition of Flood Damaged Homes	\$13,142,471.87
October	Jefferson Parish, LA	Hurricane Katrina – Demolition of Flood Damaged Homes	\$727,488.00
July	Plaquemines Parish, Louisiana	Hurricane Katrina - Canal Debris Removal	\$19,614,201.76
July	Plaquemines Parish, Louisiana	Hurricane Katrina - Ditches and Culverts	\$6,430,367.93
July	USCG Jackson County, MS Marine Debris Removal RFP #HSCG84-07-R-HYV063	Hurricane Katrina - Marine Debris Removal, subcontractor to CDP, Inc.	\$2,097,212.76



July	New Orleans Regional Transit Authority	Hurricane Katrina - Disposal of approximately 300 buses	\$545,400.00
April	City of Marshfield, MO	Ice Storm Debris Removal	\$ 143,931.12
April	USCG Bay St. Louis	Hurricane Katrina - Marine Debris Removal, subcontractor to CDP, Inc.	\$5,116,941.08
March	City of Kenner, LA Tree/Hanger partner w/ Cycle Construction	Hurricane Katrina - Tree and Hanger Removal Teaming Partners with Cycle Construction	\$97,490.00
March	Plaquemines Parish, Louisiana	Hurricane Katrina - Debris Removal ROE	\$4,823,072.15
March	USCG LA Couvillion / 9 Parishes/Marine Debris Removal Timothy Couvillion Couvillion Group	Hurricane Katrina - Marine Debris Removal, subcontractor to Couvillion	\$2,455,875.00
February	Greene County, Missouri	Ice Storm Debris Removal	\$6,405,379.55
February	Louisiana Department of Environmental Quality	Hurricane Katrina Remediation and Disposal of Vehicles and Vessels	\$725,123.00
January	City of Springfield, Missouri	Ice Storm Debris Removal	\$9,965,291.62
DATE 2006	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	St. Tammany Parish	Hurricane Katrina Debris Removal and Roadside Maintenance	\$1,202,176.73
December	United States Coast Guard (CDP)	Hurricane Katrina Marine Debris Removal in MS and LA (various projects – DRC subcontractor to CDP, Inc.)	MS-\$1,365,703.17 LA-\$2,383,978.16
November	Louisiana Department of Environmental Quality	Hurricane Katrina - Vessel Recovery "Chris and Shane"	\$114,762.00
November	Town of Amherst, New York	Ice Storm Debris Removal	\$12,210,418.13
November	Orleans Levee District	Hurricane Katrina Vessel and Debris Removal – South Shore Harbor	\$608,045.58
October	Fluor International	Construction of 350 man Greenfield work camp in Haiti for US Embassy Construction	\$18,881,889.00
July	Louisiana Department of Environmental Quality	Hurricane Katrina - Vessel Recovery	\$870,583.76
June	USACE Earthen Clay (Levee)	Stock piling of Earthen Clay for Levee's in Plaquemines Parish, LA	\$1,637,067.32



May	Louisiana Department of Environmental Quality	Hurricane Katrina Removal of Vehicles and Vessels	\$13,550,934.33
May	St. Bernard Parish, LA	Hurricane Katrina Installation of "FEMA" Travel Trailers	\$432,278.00
May	Monroe County, FL	Hurricane Wilma Removal of Marine Debris and Derelict Vessels	\$3,778,952.80
April	City of Gulfport, Mississippi	Hurricane Katrina Emergency Debris Removal	\$2,798,411.53
DATE 2005	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
October	Jefferson County, TX	Hurricane Rita Emergency Debris Removal	Estimated \$15,000,000.00
October	Westlake, LA	Hurricane Rita Emergency Debris Removal	Estimated \$1,000,000.00
October	Deerfield Beach, FL	Hurricane Wilma Emergency Debris Removal	Estimated \$3,500,000.00
October	Monroe County, FL	Hurricane Wilma Emergency Debris Removal	Estimated \$8,000,000.00
October	Plantation, FL	Hurricane Wilma Emergency Debris Removal	Estimated \$3,000,000.00
October	North Miami, FL	Hurricane Wilma Emergency Debris Removal	Estimated \$3,000,000.00
October	Miami, FL	Hurricane Wilma Emergency Debris Removal	Estimated \$4,000,000.00
October	School District of Palm Beach, FL	Hurricane Wilma Emergency Debris Removal	Estimated \$1,000,000.00
October	Hollywood, FL	Hurricane Wilma Emergency Debris Removal	Estimated \$4,000,000.00
October	Martin County, FL	Hurricane Wilma Emergency Debris Removal	Estimated \$7,000,000.00
October	Miami-Dade County, FL	Hurricane Wilma Emergency Debris Removal	Estimated \$2,000,000.00
October	Palm Beach SWA, FL	Hurricane Wilma Emergency Debris Removal	Estimated \$1,000,000.00



September	LADOT	Hurricane Katrina Emergency Debris Removal	Estimated \$90,000,000.00
September	Baton Rouge, LA / BFI (Cahaba)	Hurricane Katrina Emergency Debris Removal. DRC ES, LLC = teaming agreement with Cahaba, Inc.	Estimated \$7,000,000.00
September	Mississippi Department of Transportation (Greene County)	Hurricane Katrina Emergency Debris Removal	
September	Florida Department of Transportation (Monroe County)	Emergency Push for Monroe County	
September	North Topsail Beach, NC	Hurricane Ophelia Emergency Debris Removal	Estimated \$50,000.00
August	Miami, FL	Hurricane Katrina Emergency Debris Removal	
August	Florida Department of Transportation	Hurricane Katrina Emergency Debris Removal	
August	Monroe County, FL Judy Steele, Engineering Dept,	Hurricane Katrina Emergency Debris Removal	
August	Hollywood, Florida	Hurricane Katrina Emergency Debris Removal	
August	Gulf Breeze, FL (Byrd Brothers)	Hurricane Katrina Emergency Debris Removal. DRC ES, LLC = subcontractor	Estimated \$150,000.00
July	Monroe County, FL	Debris removal, reduction and sand screening in the aftermath of Hurricane Dennis.	estimated \$1,500,000.00
July	Okaloosa County, FL	Provided hurricane related debris clearing and removal assistance in the aftermath of Hurricane Dennis.	\$1,200,000.00
July	Escambia County, FL	Construction, demolition, hauling, reducing and disposal. Sand screening and restoration of beach area in the aftermath of Hurricane Dennis	\$2,000,000.00
July	Mary Esther, FL	Provided hurricane related debris clearing and removal assistance in the aftermath of Hurricane Dennis.	\$66,357.12



July	Shalimar, FL	Provided hurricane related debris clearing and removal assistance in the aftermath of Hurricane Dennis.	\$19,796.16
July	Santa Rosa, FL (Cahaba)	Hurricane Dennis Emergency Debris Removal. DRC ES, LLC=subcontractor	estimated \$17,250,000.00
July	Gulf Breeze (Byrd Brothers)	Hurricane Dennis Emergency Debris Removal. DRC ES, LLC=subcontractor	estimated \$576,000.00
July	Milton, FL (Byrd)	Hurricane Dennis Emergency Debris Removal. DRC ES, LLC=subcontractor	\$250,000.00
May	Gulf Breeze, FL (Byrd Brothers)	Debris removal and reduction in aftermath of Hurricane Ivan DRC ES, LLC=subcontractor	\$ 805,000.00
April	University of South Alabama	Hillsdale housing Demolition	\$464,812.79

CURRENT PRE-POSITION CLIENTS OF DRC

DRC has been selected as pre-positioned, pre-qualified, or “stand-by” contractor for over 200 government entities and political subdivisions. We currently serve approximately 175 communities in this capacity from the Southwest United States to Florida in the Southeast to the Atlantic Seaboard and New England. We have permanent offices in Mobile, Alabama and New Orleans, Louisiana as well as dedicated regional representatives to serve all of our stand-by clients. Stand-by clients also have access, free of charge, to the expertise and training in Emergency Management provided by our consultant Walter Maestri, Ph.D., a longtime, nationally recognized emergency manager.

State of Alabama	Mobile County Foley Jackson County Silverhill	
State of California	Alameda County Los Angeles County Los Angeles County-prequalified Sacramento County-prequalified	San Bernardino County Public Works San Bernardino County Flood Control District
State of Connecticut	West Hartford Town of Clinton	
State of Florida	Angler’s Club Homeowners Association Angler’s Homeowners Association Bay County Belleair Beach Boca Raton Broward County Brownwood Community Development Cape Coral	Palm Beach County School District - Debris Cleanup Palm Beach County School District - Debris Removal Palm Beach Gardens-Food Catering Palm Beach Gardens-Debris Removal



Charlotte County – Storm Debris Clearing	Palm Coast
Charlotte County – Emergency Debris Mgmt Svcs	Palmetto Bay
Charlotte County School District	Pembroke Pines
Cinco Bayou	Pensacola
Citrus County	Port St. Lucie
Coconut Creek	Punta Gorda
Crestview	Santa Rosa County
Dania Beach	Santa Rosa County School District
Daytona Beach	Sewall's Point(2)
Doral	Shalimar
El Portal	South Florida Water
Escambia County	Management District
FDOT District 6 Monroe County Cut and Toss	South Miami
FDOT District 6-Miami Dade Cut and Toss	St. Cloud
FDOT District 6 Monroe Co-Debris Removal	St. Lucie County
FDOT 6 Miami-Dade-Debris Removal	St. Lucie County Public School
FDOT Turnpike – Seminole	District
FDOT Turnpike – Orange/Osceola	Sumter County
FDOT District 5 Lake, Marion, Sumter	Sumter Landing Community
FDOT District 5 Flagler, Seminole, Volusia	Development District
Fort Lauderdale	Surfside
Gulfport	Tallahassee
Hallandale Beach	Tampa
Hillsborough County	Temple Terrace
Hollywood	The Villages (12 contracts)
Jupiter Island (2)	University of Miami
Largo	Village of Golf
Lee County(2)	Venice
Leon County	Wellington
Longboat Key	West Park
Longwood	Weston
Manatee County	
Manatee County School District	
Marco Island	
Marion County	
Martin County	
Mary Esther	
Miami	
Miami Beach	
Miami-Dade County-TDSRS	
Miami-Dade County-Debris Removal	
Miami-Dade County-Hauling and Disposal	
Miami Dade County School District	
Miami Springs	
Milton	
Miramar	
Monroe County	
Monroe County Marine Debris Removal	
North Lauderdale	
North Miami	
North Miami Beach	
Ocean Reef Club, Inc.	
Ocean Reef Community Association	
Oakland Park	
Okaloosa County	



	Orlando Osceola County Oviedo	
State of Georgia	Atlanta Colquitt County Colquitt (City of) Charlton Early County - prequalified	Lowndes County Lumpkin County MARTA Miller County
State of Hawaii	Honolulu	
State of Kansas	Johnson County	
State of Kentucky	Owensboro	
State of Louisiana	Ascension Parish Assumption Parish BREC Calcasieu Parish-Products/Services East Baton Rouge Parish Evangeline Parish Iberville Parish Jefferson Parish - Equipment Rental Lafayette State of Louisiana – Sand for Emergency Response Tangipahoa Parish	City of New Orleans Plaquemines Parish – Levee Debris Removal Plaquemines Parish – Canal Debris Removal Slidell State of Louisiana – MREs
State of Maryland	Frederick County(2) Harford County Maryland Dept. of General Svcs. Montgomery County Prince George County	State of Maryland Region A State of Maryland Region B State of Maryland Region C State of Maryland Region D State of Maryland Region E
State of Mississippi	City of Gautier Harrison County Jackson County	Jones County
State of Missouri	Greene County	
State of New York	South Hampton Suffolk	State of New York
State of North Carolina	Burgaw Carolina Beach(2) Charlotte Havelock Hyde County Lilesville Montgomery New Hanover County North Topsail Beach	Pender County Raleigh Topsail Beach Town of Duck Town of Nags Head Town of Surf City (3) Town of Southern Shores Village of Bald Head Island(2) Wilmington(2)
State of Oklahoma	Norman	
State of Rhode Island	State of Rhode Island (2)	
State of South Carolina	Allendale Bamberg County Barnwell County Beaufort Charleston County Dorchester County Pickens County - prequalification	Oconee County - prequalification Rock Hill South Carolina DOT Town of Surfside Beach



State of Tennessee	Nashville-Davidson County	
State of Texas	Beaumont Belleaire Brazoria County Chambers County – Debris Removal Cleveland Galveston (City of)(2) Groves Hardin County (2) Harris County Harris County Flood District Houston (2) Houston Galveston Area Council Humble Huntsville Jamaica Beach Jefferson County	Jefferson County Drainage District No. 7 Kemah Montgomery Morgan's Point Nederland Pasadena Piney Point Village Port Aransas Port Neches San Antonio Shenandoah South Houston Taylor Lake Village Walker County
State of Virginia	Central Virginia Waste Management Authority Richmond Virginia Department of Emergency Management- Logistics	Prince William Richmond
State of Washington	State of Washington	

Revised as of 12/2/14

EXPERIENCE WITH FEMA REIMBURSEMENT

For the past fourteen years, DRC has responded to emergency/disaster events for numerous government entities, almost all of which were under FEMA disaster declaration and were FEMA grant reimbursable. **The maximum reimbursement rate was granted by FEMA to the customers for every event.**

Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris. DRC can assist the jurisdiction in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

Please see Tab 1: Scope of Services included in this proposal for further information on FEMA requirements and procedures.



KEY PERSONNEL

For the past 14 years, the DRC team has responded to major natural or man-made disasters occurring within the continental United States and its territories, in theatres of U.S.-led troop operations, and in Central America. Personnel are N.I.M.S-certified and/or have specialized training in safety and asbestos management and are equipped with utility vehicles, digital, handheld, multi-state, two-way radios, cellular communications and handheld computers.

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

DRC, its subcontractors, and/or personnel list among their accomplishments, membership in many professional organizations including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services. DRC is familiar with USACE, FEMA, and FHWA rules and regulations, the Stafford Act, and 44CFR as they pertain to emergency response, recovery and reimbursement.

Mark Stafford, President/Chief Executive Officer

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

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

Les Flynn, Chief Financial Officer

Les Flynn comes to DRC after a successful career at Cape Environmental Management in Atlanta, Georgia. During his 23 years at Cape, Mr. Flynn was instrumental in its growth from \$3 million in annual revenues to over \$130 million while serving as both CFO and COO. Mr. Flynn plays a key role in DRC's strategic planning and business development, government contracting and financial initiatives. He holds a B.S. in Biological Sciences from Stony Brook University NY; an M.S. in Natural Resources and an M.B.A. in Corporate Finance and MIS, both from the University of Georgia.



Kristy Fuentes, Vice President/Secretary, Chief Executive Compliance Officer

Kristy Fuentes is the Vice President of Administration and Compliance for DRC Emergency Services, LLC (DRC ES). She was appointed as the DRC ES Chief Ethics & Compliance Officer (“CECO”), effective October 13, 2014. Previously Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions at DRC ES. She combines her depth of industry experience, people skills, management background and marketing talents to provide superior service to DRC ES employees and clients. Since joining DRC ES in 2005, Ms. Fuentes has provided assistance to DRC ES’ clients in planning, program management, disaster response, demolition contracting, and regulatory compliance.

Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish, and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the “Katrina Car and Vessel” contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars.

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

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, and ensuring contractor compliance with Federal and State regulations. Ms. Fuentes possesses strong interest in contract and regulatory compliance and in encouraging ethical business conduct within DRC ES.

Bryan Fike, Regional Manager (Florida)

Mr. Fike has more than 25 years of disaster response, recovery, incident command, and command center operations experience. He began his career as a firefighter, followed by a career in law enforcement from which he retired in 2004. Since then, Mr. Fike has managed the recovery effort for many of the communities devastated by destructive events. Mr. Fike served as a Senior Advisor on the New Orleans Housing Demolition Program. Mr. Fike assisted the City of New Orleans in navigating the complex legal processes associated with voluntary and non-voluntary condemnations. In 2011, he served as Principal-in-Charge on the Hurricane Irene response and recovery in Virginia. Also in 2011, Mr. Fike served as Principal-in-Charge on the State of Connecticut response and recovery from the Nor’easter snow event.

Mr. Fike has also been responsible for overseeing debris monitoring and overall project operations, as well as advising local leaders on reimbursement policies and procedures.



Tony Swain, Regional Manager (North and South Carolina)

Mr. Swain came to DRC after three years as a Project Manager for Cahaba Disaster Recovery. During that time, he oversaw the demolition of hundreds of houses in Orleans Parish, LA, along with debris removal projects in Springfield, MO, Green County, MO and Amherst, NY. Before that, he spent 12 years as Senior Project Manager and Procurement and Contracts Administrator for an emergency services company in Florida. He was responsible for providing subcontractors for 46 separate contracts and 55 TDSRS operations in the 2004 hurricane season involving hurricanes Charlie, Frances, Ivan and Jeanne. Mr. Swain has an extensive managerial and sales background.

Tom Combs, Regional Manager (Texas and Oklahoma)

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

Ben Bankston, Regional Manager (Louisiana, Mississippi, Alabama, Florida Panhandle)

Mr. Bankston joins DRC ES after nearly a decade in the disaster recovery business. Covering most of the states along the Gulf Coast, his experience includes the coordination of debris removal projects for Hurricanes Katrina, Gustav, Isaac and Sandy; tornado debris removal projects in Alabama, Mississippi, Arkansas and Louisiana; and ice storm debris removal projects in Kentucky, Arkansas, Connecticut, and Oklahoma. He is also well-versed in coordinating pre-event planning. Major projects include debris removal, demolition, disposal, collection, hauling, grinding, and TDS management in St. Bernard Parish, Louisiana, following Hurricane Katrina. Mr. Bankston also possesses significant experience in demolition and hazardous waste, as evidenced by his involvement in the largest FEMA-funded demolition project in US History, the demolition of over 8,000 structures and 13.7 million square feet in St. Bernard Parish, Louisiana, in the wake of Hurricane Katrina. This included the hauling and disposal of over 1 million CY of asbestos-containing debris.



Dr. Walter Maestri, Emergency Management Consultant

Dr. Maestri served as Director of Emergency Management for Jefferson Parish, Louisiana for over a decade, playing a key role in preparation and evacuation planning for Louisiana's largest suburban parish. His expertise and experience have been utilized by federal and state emergency planners as well as nationwide news networks over the past ten years. Most recently, Dr. Maestri served the citizens of his parish and state with distinction during Hurricane Katrina and its aftermath. He has authored over a dozen publications and presentations on emergency management, has ten different certifications from the Emergency Management Institute and the Federal Emergency Management Agency, and holds a bachelor's degree from Spring Hill College in Mobile, as well as a doctorate from the University of Southern Mississippi.

Lee Wilson, Senior Project Manager

Mr. Wilson has 40 years of extensive experience in the civil construction industry. For the last 20 years, he's acted in the capacity of Project Manager and estimator, building airports, interstates, state, city, county projects including water and sewer, storm drain, and large excavation projects. Mr. Wilson managed the Martin County, Florida project in 2004 for DRC, which accounted for 1.1 million cubic yards of debris recovered and processed. Within hours of the landfall of Hurricane Katrina, he was on-site in Louisiana, leading projects in East Baton Rouge. Mr. Wilson also worked on the Louisiana DOTD project and was responsible for the management of debris removal that encompassed 13 parishes. His international project management experience extends to Nogliki, Russia, where he served as Civil Engineering Consultant to Exxon Mobil in the building of an airport, a project valued of \$58 million. He was the Construction Manager that managed and directed the installation of water and sewer infrastructure for an entire country in Central America.

Marc Watkins, Vice President of Estimating

Mr. Watkins brings over 20 years of construction and management experience, first as the owner of his own construction company, and then as a Project Manager and Logistics Manager for DRC in 2010. He was instrumental in DRC's response to the BP Oil Spill, and soon became DRC's Quality Control System Manager, ensuring that specifications were followed, and work proceeded on schedule and within budget. He now serves as Lead Estimator and Vice President of Estimating, managing, supervising, and coordinating the preconstruction phase of projects to meet the cost objectives with respect to contracting, scheduling, estimating, purchasing and bidding of all major projects. He holds a B.S. from the University of South Alabama.

Andrew Wilson, Program Manager/Corporate Safety Officer

Mr. Wilson is tasked with developing, implementing and managing DRC's comprehensive construction program management system for heavy civil construction projects. His current duties include schedule, budget, contract compliance and overall administrative project management oversight of multimillion-dollar projects. As Corporate Safety Officer, he's responsible for all aspects of the development and implementation of corporate safety policies, plans and procedures. In the past, he's served as Director of Bids and Proposals, Senior



Estimator and Project Manager and an equipment operator. Mr. Wilson's experience includes project takeoff, estimating, scheduling, budgeting, safety and environmental compliance, field operations management and overall administrative project management of highway/bridge improvements, commercial and residential site construction, disaster recovery missions, and a variety of other projects both domestic and internationally.

Lisa Garcia, Contracts Manager

Ms. Garcia has overseen DRC's contracts since 2010, maintaining contractual records and documentation, such as receipt and control of all contract correspondence. She's also responsible for applying, renewing and activating general contractor licenses nationwide, and other authorizations and prequalifications. Projects on which she provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers include the BP Oil Spill Clean Up and Hurricane Isaac Recovery, as well as numerous demolition and DOT jobs. Prior to joining DRC, Ms. Garcia provided administrative assistance for emergency response projects involving FEMA protocol. She is FEMA NIMS 300, 400, 700 certified.

AVAILABLE EQUIPMENT

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

300-Trucks			General Information		
Year	Make	Model	Description	Serial #	Tag #
2006	Ford	F-650 4x2	Kitchen Tractor	3FRNW65R16V255189	AL 2X350323
2011	Ford	F750	Truck	3FRPX7FA8BV586561	AL-2X252440
2011	Ford	F750	Truck	3FRPX7FAXBV586562	AL-2X211477
2011	Ford	F750	Truck	3FRPX7FA1BV586563	AL252441
2011	Ford	F750	Truck	3FRPX7FA3BV586564	AL-2X211474
2011	Ford	F750	Truck	3FRPX7FA5BV586565	AL-2X211478
2011	Ford	F750	Truck	3FRPX7FA7BV586566	AL-2X211476
1996	GMC	TopKick	18' DumpTruck	1GDJ7H1J3TJ509970	AL 2AP705178
2000	Volvo	VNL64T	Tractor	4V4ND3JJ8YN241360	LA P122559
2003	Kenworth	Tandem T800	Knuckleboom Self-Loader	1NKDLUOX83J392848	AL 2AP757256
2006	Peterbilt	379 TM	Knuckleboom Self-Loader	1NP5LB0X26N896831	AL 2AP757259
2006	Kenworth	W900	Knuckleboom Self-Loader	1NKWLBOX96J143881	AL 2AP757260



2012	Kenworth	W900	Tractor	1XKWP4TX4CJ327560	AL 2AP770597
500 - Trailers			General Information		
Year	Make	Model	Description	Serial #	Tag #
1997	Trail King	501	24' Lowboy Trailer	1TKC0242XVG039030	AL 2TR52563
2000	Featherlite	5'X10'X53'	Command Center	4 FG-L0532-3-YC028239	LA E487851
2000	Wallace	30 Ton	46' Lowboy	DLBT503100000125	AL 2TR52562
2001	Viking	40 Ton	46' Lowboy	1V9CR46321N062452	AL 2TR52561
1998	Long	700 JBJ	15' Boat Trailer	1LGAMAM1XW1D05046	
2001	Express	UTIL 08 L5X8	Encl Cargo Trailer	4X4TSE2131U301974	AL 2UT06982
2005	Port City Trailers	7x12 SDTA	12' Utility Trailer	4PCU2122751000030	AL 2UT06983
2002	Iron Dog	18' X 8'	18' Utility/Car Trailer	5FELS18272C006881	AL 2TR13261
2005	Fleetwood	Pace Arrow 36D	Motorhome	5B4MP67G053402664	AL 2R450116
2006	Dream Coach	7403	Trailer	1D9HG19256P397243	AL 2TR52552
2005	Host	HSTA3800T	48' Boat/Car Hauler	1H9SGWL324W138115	AL 2TR13266
2007	Carry-On	6x12 Cargo Trailer	Cargo Trailer	4YMCL12197G066383	AL 2TR13264
2002	Haulmark	WT-L-BHP 6280	Kitchen Trailer	4XSG540362G041778	AL 2TR52559
2007	Econline	DP2425DA	Debris Dump Trailer	42EDPKV2971000240	AL 2TR13268
2007	Haulmark TL	GRG85X32W	Lg. Cargo Trailer	16HG532267G091896	AL 2TR13260
1997	Dutchman	Classic (5th Wheel)	32' Travel Trailer	47CT20P28V1078556	AL 2TL395A8
2009	Magic Tilt	TCA2452W	Boat Trailer	1M5BA242991E49649	AL 2UT02635
2009	Port City	24' Custom Trailer	Prison Trailer	4PCCU242191000016	AL 2TR13265
2005	Beach	18 Ft.	Dump Trailer	4XWDP18215N708220	AL 2TR52556
2005	Interstate	Pintle Hitch 25 ft.	Debris Dump Trailer	1JKDLA4045M005682	MS87735T
2004	Interstate	Pintle Hitch 25 ft.	Debris Dump Trailer	1JKDLA4024M005162	AL 2TR13263
2005	Econo	Pintle Hitch 25 ft.	Debris Dump Trailer	42EDPKT2X51000358	AL 2TR13270
2005	Interstate	Pintle Hitch 25 ft.	Debris Dump Trailer		MS44480T
2010	Sport Trail	With Asset 1422	Boat Trailer	1S9BB3832AW542905	
	Top Hat	EH20X7 -14E-F	20' Utility/Car Trailer	4R7BU2022BT110787	
	EZ Haul		3 Car Hauler	UTL	Ark. PT60483
	Cargo @Wally-Mo		3 Car Hauler	1WHR4820SH157988	Ark. PT60482
	Utility Trailer	18' Double Axle	Flatbed Utility Trailer		
2012	Talbert	T(4) DW-55SA-HRG-1(EC3/1)	Semi Trailer, Drop Deck	40FSK5232C1031642	Applied For
2012	Talbert	Axle Attachment	4th Drop Axle w/ Axle Extension	40FAK0518C1031878	Applied For
700 - Heavy Equipment			General Information		
Year	Make	Model	Description	Serial #	Tag #
	Caterpillar	D6R11XW	Track-Type Tractor	AEP00185	
USED	Caterpillar	936F	Wheel Loader	8AJ00249	
USED	Caterpillar	950G	Wheel Loader	3JW01557	
USED	Caterpillar	966G	Wheel Loader	3SW00540	
USED	Caterpillar	938G	Wheel Loader	6WS01225	
2004	Caterpillar	315CL	Excavator	CAT0315CHCJC01004	
	Caterpillar	318CL	Excavator	MDY00240	
2002	Caterpillar	TH63	Telehandler	5WM07638	



	John Deere	240SS	Skid Steer	KV02408440986	
	Caterpillar	D6H	Track-Type Tractor	6FC0624	
2005	Caterpillar	525B	Wheel Skidder (Logging)	3KZ01615	
2003	Caterpillar	D6R11XW	Track-Type Tractor	AEP00183	
USED	Caterpillar	966G	Wheel Loader-4k a month	3SW00469	
1988	John Deere	JD5205	4WD Tractor	LV5205C721215	
2006	Vermeer	SC60TX	Stump Cutter w/trailer	528	
	Caterpillar	287B	Skid Steer	ZSA02843	
USED	Caterpillar	330DL	Excavator	B6H00267	
USED	Caterpillar	330DL	Excavator	NBD00401	
2006	Caterpillar	345CL	Excavator	PJW01322	
USED	Caterpillar	D4 LGP	Track-Type Tractor	0FDC00482	
USED	Caterpillar	D4G LC	Track-Type Tractor	CAT00D4GCTLX00850	
USED	Caterpillar	315CL	Hydra Excavator	CAT0315CLOJC02999	
USED	Caterpillar	D4G LGP	Dozer	TLX01103	
USED	Kobelco	SK290	Excavator	LB04U0487	
USED	Case	CX240	Excavator	CAC241714 #GR0213	
USED	Kubota	KX161-3	Excavator	32198 #BK0185	
USED	Kubota	KX161-3	Excavator	31517 #BK0155	
USED	Caterpillar	315CL		0915CTCJC04263	
USED	Caterpillar	320C		0320CHEAG00222	
USED	Caterpillar	320CL		0320CPPAB07195	
USED	Caterpillar	D6M	Dozer	04JN02657	
USED	John Deere	450LGP	Dozer	T0450JX131943	
USED	John Deere	648G	Skidder	DW648GX605181	

1400 - Boats/Motors/Barges

General Information

Year	Make	Model	Description	Serial #	Reg #
2009	24' Sea Ark	24' Suzuki 175	Alum. Work Boat	SOM32897L809	LA-9242-FW
1974	Skimmer	DIP 3001	Navy Oil Skimmer	1087-74-25R	N/A
2011	38' Southbay	Aluminum	Alum. Crew Pontoon Boat	FRU17885G011	
	Quarters Barge	Barge 195'x55'	QuartersBarge	CMS-1113B	N/A
2006	24' Sea Ark	24' Suzuki 150	Alum. Work Boat	SOM29357A606	LA-9243-FW
2009	24' Sea Ark	24' Suzuki 175	Alum. Work Boat	SOM32617H809	LA-9244-FW
2009	24' Sea Ark	24' Suzuki 175	Alum. Work Boat	SOM33008B909	LA-9245-FW
1976	20' Monarch	20' 350 Mericruiser	Alum. Work Boat		LA-3134-BN
1976	22' Monarch	22' 350 Mericruiser	Alum. Work Boat		LA-7368-AU
1970's	26' Monarch	26' Suzuki 200 four Stroke	Alum. Work Boat		
1993	FLZ 15'		Airboat	FLZP9813F393	
2000	PAP 18'		Airboat	PAP00028E200	
2001	KENNER	19' Kenner	2001 Fiberglass	KENC02P0K001	
			37' Custom Aluminum Boat	M1Z24299G00	
			35' Custom Aluminum Boat		
	POSEIDON		10'X40' Barge	P118M	



2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	Gym	Camp	Gym	Each has a serial #	
2011	Laundry	Camp	Laundry	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Gym	Camp	MOD Gym	Each has a serial #	
2011	MOD Laundry	Camp	MOD Laundry	Each has a serial #	
2011	Storage Bldg	Camp	Storage Bldg	Each has a serial #	

Revised 8-29-13

EMPLOYMENT OF LOCAL AND MINORITY CONTRACTORS

The use of local resources is one of the most important aspects of successful disaster recovery operations. DRC is committed to ensuring that any emergency response business activity is shared by the entire community. That is why we have developed a vast network of subcontractors that are uniquely qualified to successfully meet any and all operational requirements envisioned under this RFP.

Throughout its history, DRC has maintained strong relationships with local vendors and subcontractors. We pride ourselves on facilitating local involvement during recovery efforts and encourage local knowledge and experience whenever possible. As such, DRC has worked with thousands of subcontractors over our history including small and large subcontractors, DBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established nationally recognized procedures for community outreach as discussed below in our "Local S/M/WBE Resource Program."

Local S/M/WBE Resource Program

DRC reaches out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE) using a variety of sources. Although DRC maintains current, active subcontractor lists, we also have experience utilizing such sources as governmental databases, local, regional and national SBE compliance departments, client and vendor references and direct mail community outreach. Upon receipt of Notice of Award, ahead of a predicted weather event or annually for contingency contracts, DRC will make contact with local governments and SBE Resource offices to schedule an informational workshop for potential vendors and businesses. The DRC technical assistance workshops not only assist companies with identifying potential contract opportunities, but also assist those interested with "teaming". The workshops provide "hands on" technical assistance to companies ranging from individuals owning dump trucks and



loading equipment to office supply companies and small printers wishing to provide goods and services. This process matches S/M/WBE contractors with other companies in order to strengthen their competitive position and package of goods and services offered. DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

A direct mail program may be conducted in order to target potential companies and minority business organizations that are listed with the Office of Minority and Women Business Enterprise. The mailer will provide information as well as an 800 number for interested individuals and companies with bi-lingual assistance available when necessary. Subcontractors can also log on to www.drcusa.com to upload their experience, qualifications and certifications for inclusion in our subcontractor database.

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

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

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

Per the requirements of each awarded contract, DRC will meet or exceed project goals regarding small business participation. The DRC Local S/M/WBE Resource Program Coordinator is Tom B. Combs. Mr. Combs, Director of Governmental Relations, has over 20 years' experience in S/M/WBE development. Mr. Combs served as founder and Executive Director of The Bid Resource Center that was the nation's second and largest non-profit assisting S/M/WBE's in securing government contacts. Subsequently Mr. Combs served as Mayor Pro Tem and Congressional Chief of Staff and Director of the John Gray Institute developing S/M/WBE programs across the state of Texas and the nation.

Rebuilding your community using local resources is the core mission of DRC. As such, DRC will continue to maintain a comprehensive list of qualified subcontractors ready for deployment should the need arise.



AFFIRMATIVE ACTION/EQUAL OPPORTUNITY POLICY

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

DRC is an Equal Opportunity Employer and recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. Although our permanent work force is less than 50 employees, it is composed of a diverse population of men and women. In addition, we believe work force diversity provides a significant market advantage.

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

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

REQUIRED INSURANCE

Please see attached certificate of insurance for proof of required insurance coverage.



The Bank of New York Mellon
200 Park Avenue, 7th Avenue
New York, NY 10166



Tel: +1 212 922 8325
Fax: +1 212 922 8259

February 10, 2014

Re: DRC Letter of Financial Support and Borrowing Capacity

To Whom It May Concern,

This letter is in support of DRC Emergency Services ("DRC" or the "Company"). I am writing on behalf of The Bank of New York Mellon ("BNY Mellon"). BNY Mellon is the primary lender to DRC and has provided over \$20mm of capital to the Company. Currently, the Company has over \$100mm of available working capital from BNY Mellon and its affiliate partners. The Company has the financial ability to bid on and perform contracts in excess of \$100 million.

The Bank of New York Mellon

As background, The Bank of New York Mellon is a multinational banking and financial services corporation. The Bank employs more than 48,700 individuals in 35 countries, and has over \$1.5 trillion in assets under management and \$27 trillion in assets under custody and administration, thereby being the largest deposit bank in the world. It operates in six primary financial services sectors including advisory services, asset management, asset servicing, broker-dealer, issuance services, treasury services and wealth management. The Bank of New York Mellon is the oldest banking corporation in the United States, tracing its origins to the establishment of the Bank of New York in 1784 by Alexander Hamilton. The Bank is publicly traded on the New York Stock Exchange under NYSE: BK.

Please let me know if you would like any additional information.

Sincerely,

A handwritten signature in black ink that reads "Scott Gold".

Scott Gold
Senior Vice President
The Bank of New York Mellon

**SECTION IV
PROPOSAL FORM**

**TOWN OF CUTLER BAY
RFP #15-02
EMERGENCY DEBRIS REMOVAL SERVICES
UNIT PRICE AMOUNT**

BASE PROPOSAL

The purpose of this proposal is to remove debris from local roadways within the Town limits, Town property and/or private property as authorized by the Town and up to the public Right-of-Way. Miami-Dade County ("County") will be responsible for secondary services for removal of debris to an approved Landfill, unless the County is overwhelmed and the Contractor is specifically directed by the Town in writing to Haul and Dump the Debris at the approved Landfill. The tipping fees shall be invoiced to the Town as a pass through cost for reimbursement. All unit costs shall be filled out for a complete package. Placing a unit cost of \$ 0.00 indicates the contractor will provide the service and/or equipment at no cost to the Town.

Total Amount of Proposal: \$26,053.41

Amount Written: Twenty Six Thousand Fifty-Three and 41/100 Dollars

DEBRIS REMOVAL, PROCESSING & DISPOSAL

#	DESCRIPTION	UNIT	QTY	COST
1.	Mobilize & demobilize (Includes Maintenance of Traffic, MOT. As per Sec. 1.7.4)	LUMP SUM	1 unit	\$ 0.00
2.	Pick-up and haul of white goods	EACH	1 unit	\$ 55.00
3.	Pick-up and disposal of hazardous material	POUND	1 unit	\$ 9.95
4.	Sweeping Curb & Gutter	PER MILE	1 unit	\$ 85.00
5.	Process stump based on FEMA conversion table, May 15, 2007 publication DAP9523.11	CUBIC YARD	1 unit	\$ 7.98

6.	Hazardous stump removal, hauling and disposal 6" diameter to 11.99" diameter	EACH	1 unit	\$ 125.00
7.	Hazardous stump removal, hauling and disposal 12" diameter to 23.99" diameter	EACH	1 unit	\$ 200.00
8.	Hazardous stump removal & hauling, disposal 24" diameter to 47.99" diameter	EACH	1 unit	\$ 350.00
9.	Hazardous stump removal, hauling and disposal 48" diameter and greater	EACH	1 unit	\$ 650.00
10.	Performance Bond (Bidder's cost for a \$400,000 Performance Bond, as stated in Section I, Item #12 (Page 7 of 63))	LUMP SUM	1 unit	\$ 12,000.00

EMERGENCY ROAD CLEARANCE (INITIAL CLEARANCE - NOT TO EXCEED 72 HRS)				
11.	Debris tipping fees from an approved Miami-Dade County Landfill Facility	N/A	N/A	PASS THROUGH COST OF TIPPING FEES (DO NOT FILL)
12.	Emergency road clearance (initial clearance not to exceed 72 hrs)	TIME AND MATERIALS	Rates Below	See Rates Below
13.	Hauling/Transportation Cost of debris to an approved Miami-Dade County Landfill Facility	CUBIC YARD	1 unit	\$ 8.48
14.	Material, fill dirt for stump holes, purchased, placed & compacted	CUBIC YARD	1 unit	\$ 15.00
15.	Leaning trees / hanging limbs	TIME AND MATERIALS	Rates Below	See Rates Below
16.	Demolition of structures	TIME AND MATERIALS	Rates Below	See Rates Below

EQUIPMENT WITH OPERATOR – HOURLY RATES PER LINE ITEM				
#	DESCRIPTION	UNIT	QTY	COST
1.	JD544 or equal, wheel loader w/debris grapple	HOURLY RATE	1 unit	\$ 120.00
2.	JD644 or equal, wheel loader w/debris grapple	HOURLY RATE	1 unit	\$ 130.00
3.	JD544 or equal, wheel loader w/bucket	HOURLY RATE	1 unit	\$ 120.00
4.	JD644 or equal, wheel loader w/bucket	HOURLY RATE	1 unit	\$ 130.00
5.	Extend-a-boom forklift w/debris grapple	HOURLY RATE	1 unit	\$ 85.00
6.	753 Skid Steer w/debris grapple	HOURLY RATE	1 unit	\$ 85.00
7.	753 Skid Steer Loader w/bucket	HOURLY RATE	1 unit	\$ 85.00
8.	753 Skid Steer w/Broom	HOURLY RATE	1 unit	\$ 85.00
9.	JD310 or equal TLB	HOURLY RATE	1 unit	\$ 160.00
10.	30 Ton Crane	HOURLY RATE	1 unit	\$ 250.00
11.	50 Ton Crane	HOURLY RATE	1 unit	\$ 350.00
12.	100 Ton Crane (8 hour minimum)	HOURLY RATE	1 unit	\$ 650.00
13.	40' / 60' Bucket Truck	HOURLY RATE	1 unit	\$ 250.00
14.	Water Truck (2000 gallons)	HOURLY RATE	1 unit	\$ 85.00
15.	Portable Light Tower	HOURLY RATE	1 unit	\$ 100.00
16.	Single axle dump type truck, 5 / 12 CY	HOURLY RATE	1 unit	\$ 100.00
17.	Tandem axle dump type truck, 16 / 20 CY	HOURLY RATE	1 unit	\$ 110.00
18.	JD690 or equal track hoe w/ grapple	HOURLY RATE	1 unit	\$ 160.00
19.	JD690 or equal track hoe w/ bucket & thumb	HOURLY RATE	1 unit	\$ 160.00
20.	Excavator type hoe on rubber w/ grapple	HOURLY RATE	1 unit	\$ 160.00
21.	Hand fed debris chipper	HOURLY RATE	1 unit	\$ 225.00
22.	300 / 400 tub grinder	HOURLY RATE	1 unit	\$ 350.00
23.	Diamond Z or equal 800 / 1000 tub grinder	HOURLY RATE	1 unit	\$ 600.00
24.	Knuckle-boom w/ grapple self-loading dump type truck	HOURLY RATE	1 unit	\$ 150.00
25.	Trailer Type truck/ Tractor 24 / 40 CY	HOURLY RATE	1 unit	\$ 125.00
26.	Trailer Type truck/ Tractor 41 / 60 CY	HOURLY RATE	1 unit	\$ 135.00
27.	Stacking conveyer	HOURLY RATE	1 unit	\$ 175.00

LABOR & MATERIAL – HOURLY RATES PER LINE ITEM

#	DESCRIPTION	UNIT	QTY	COST
1.	Operating Manager	HOURLY RATE	1 unit	\$ 110.00
2.	Superintendent w/truck, phone & radio	HOURLY RATE	1 unit	\$ 90.00
3.	Foreman w/truck, phone & radio	HOURLY RATE	1 unit	\$ 80.00
4.	Safety/quality control inspector w/vehicle, phone & radio	HOURLY RATE	1 unit	\$ 85.00
5.	Inspector w/vehicle, phone & radio	HOURLY RATE	1 unit	\$ 70.00
6.	Climber w/gear	HOURLY RATE	1 unit	\$ 90.00
7.	Chain & Hand Saw Operator	HOURLY RATE	1 unit	\$ 45.00
8.	Laborer & Flagman	HOURLY RATE	1 unit	\$ 37.00
9.	Haz-Mat Professional	HOURLY RATE	1 unit	\$ 85.00
10.	Certified Arborist	HOURLY RATE	1 unit	\$ 125.00
11.	Project Manager / Haz-Mat Professional	HOURLY RATE	1 unit	\$ 95.00

EMERGENCY POWER GENERATORS & SUPPORT EQUIPMENT				
#	DESCRIPTION	UNIT	QTY	COST
1.	5 kw Portable/Mobile Generator	Day (12 Hours)	1 unit	\$ 200.00
2.	10 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 275.00
3.	20 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 340.00
4.	40 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 400.00
5.	60 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 425.00
6.	80 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 460.00
7.	100 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 480.00
8.	120 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 970.00
9.	Satellite Phone for use by the Town to coordinate operations during failure of other communication systems	DAY (12 hours)	1 unit	\$ 250.00
10.	Portable Trailer Mounted Air Conditioning Units (5 Ton/63,500 BTU)	DAY (12 hours)	1 unit	\$ 750.00
11.	Portable Trailer Mounted Air Conditioning Unit (12 Ton/24,000 BTU)	DAY (12 hours)	1 unit	\$ 1,250.00
12.	Portable Server Cooler (2 Ton/24,000 BTU)	DAY (12 hours)	1 unit	\$ 300.00
13.	Portable Server Cooler (3 Ton/36,000 BTU)	DAY (12 hours)	1 unit	\$ 400.00

Will be executed if awarded contract.

**SECTION VI
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #15-02**

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2015 by and between the Town of Cutler Bay, Florida (the "Town") and _____ (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK** The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the Scope of Work as outlined in the Request for Proposal No. 15-02 for emergency Debris Removal Services ("RFP"), including the Detailed Specifications set forth herein, which RFP is incorporated herein by reference and made a part hereof, and the terms and conditions of this Agreement (the "Work").

2. **COMPENSATION/PAYMENT**
 - 2.2 Contractor shall provide the Town with an invoice on a monthly basis.

 - 2.2 For Work completed and performed. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon Work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval an acceptance of the Work by the Town Manager or his designee. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.

 - 2.3 Contractor shall be compensated in accordance with the unit prices specified in the Proposal, attached hereto as Exhibit "A", based upon the actual Work and approved by the Town completed for the month.

3. **TERM** This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to three (3) additional one (1) year terms (the "Renewal Option"). This Renewal Option may be exercised at the sole discretion of the Town Manager. Such Renewal Option(s) shall be effective upon written notice from the Town Manager to the Contractor no later than thirty (30) days prior to the date of termination of the initial term or the applicable Renewal Option term. Contractor agrees that time is of the essence and Contractor shall perform and complete the Work within the time frames set forth in the RFP and as provided in this Agreement, unless extended by the Town Manager.

4. **PROTECTION OF PROPERTY AND THE PUBLIC; SAFETY** The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement as follows:

- 4.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the Work sites, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.
- 4.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.
- 4.3 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site), which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property.
- 4.4 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

5. INDEMNIFICATION

- 5.1 The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section 1.5 and in the Terms and Conditions.
- 5.2 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against any and all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

RFP # 15-02

Emergency Debris Removal Services

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6. **AGREEMENT DOCUMENTS** - The following documents shall, by this reference, be incorporated and made a part of this Agreement:

Request for Proposals No. 15-02 for Emergency Debris Removal Services;
All Addendums issued to the RFP;
Agreement;
Proposal of Contractor;
Detailed Specifications;
Qualification Statement;
Public Entity Crime Form;
Insurance Certificates

7. **CONTRACTOR'S EMPLOYEES**

- 7.1 The Contractor shall at all times have a competent English speaking supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.
- 7.2 Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.
- 7.3 Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Agreement.
- 7.4 The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.
- 7.5 All references in this Agreement to the Contractor shall include Contractor's employees or subcontractors, wherever applicable.

8. **VEHICLES AND EQUIPMENT** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide Work or services under this Agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles. A magnetic sign displaying the Town of Cutler Bay Logo and a caption noting "Public Works" will be required on vehicles at all times.

9. **INSURANCE** The Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverage's shall include a minimum of:

- 9.1 **Worker's Compensation and Employer's Liability Insurance** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy (ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.
- 9.2 **Comprehensive Automobile and Vehicle Liability Insurance** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- 9.3 **Commercial General Liability** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.
- 9.4 **Certificate of Insurance** Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.
- 9.5 **Additional Insured** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each. All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

10. **ASSIGNMENT AND AMENDMENT** No assignment by the Contractor of this Agreement or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement. Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor has been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.
11. **TERMINATION**
- 11.1 The Town Manager, without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the Contractor, or immediately with cause if the Contractor defaults on any material term of this Agreement. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop all Work as of the date specified in the notice of termination, unless directed otherwise by the Town Manager.
- 11.2 Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.
12. **GOVERNING LAW** The law of the State of Florida shall govern this Agreement and venue for and any action shall be brought in Miami-Dade County, Florida. In the event of any litigation arising out of this Agreement or to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorneys' fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.
13. **PUBLIC RECORDS LAW** Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town. In the event of termination of this Agreement by the Town, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Manager, at no cost to the Town, within seven (7) days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

14. **INSPECTION AND AUDIT** During the term of this Agreement and for three (3) years from the date of termination the Contractor shall allow Town representatives access, during reasonable business hours, to Contractor's and, if applicable, subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.
15. **SEVERABILITY** If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
16. **WAIVER OF JURY TRIAL** The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.
17. **COUNTERPARTS** This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
18. **INDEPENDENT CONTRACTOR** It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to Work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement.

All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.
19. **ACCIDENT PREVENTION AND REGULATIONS** Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.
20. **BACKGROUND CHECKS** The Contractor will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of this Work. Background checks must be performed prior to the performance of any Work by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.
21. **LAWS, RULES & REGULATIONS** Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the Work and the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. At all times during the Term of this Agreement, the Contractor shall secure and maintain all permits, fees, licenses, and inspections necessary for the

execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

- 22. **POLICY OF NON-DISCRIMINATION** The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.
- 23. **NON-WAIVER** The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.
- 24. **NOTICES** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town: Town of Cutler Bay 10720 Caribbean Blvd., Suite# 105 Cutler Bay, FL 33189 Attention: Town Clerk	Contractor: <u>DRC Emergency Services, LLC</u> <u>740 Museum Drive</u> <u>Mobile, AL 36608</u>
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IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

TOWN OF CUTLER BAY, a Florida Municipal Corporation

By: _____
Debra E. Eastman, Town Clerk

By: _____
Rafael G. Casals, Town Manager

By: _____
Town Attorney

Town Resolution # _____

Signed, sealed and witnessed in the presence of:

CONTRACTOR: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

END OF SECTION

**SECTION VII
PROPOSAL REQUIREMENTS CHECKLIST
RFP #15-02**

Proposer has attached all documents listed in the checklist as provided and any other pertinent information.

Section 1.01 CHECK LIST	FORMS ATTACHED	
Proposal Package: One (1) original and Four (4) copies	Yes <u> X </u>	No <u> _____ </u>
Proposal Form	Yes <u> X </u>	No <u> _____ </u>
List of Proposed Sub-Contractors	Yes <u> X </u>	No <u> _____ </u>
Contract/Agreement	Yes <u> X </u>	No <u> _____ </u>
Proposal Confirmation	Yes <u> X </u>	No <u> _____ </u>
Equipment List	Yes <u> X </u>	No <u> _____ </u>
Scope of Services/Plan	Yes <u> X </u>	No <u> _____ </u>
Proposer's Qualifications	Yes <u> X </u>	No <u> _____ </u>
Proposer's References	Yes <u> X </u>	No <u> _____ </u>
Indemnification Clause	Yes <u> X </u>	No <u> _____ </u>
Non-Collusive Affidavit	Yes <u> X </u>	No <u> _____ </u>
Drug-Free Workplace Form	Yes <u> X </u>	No <u> _____ </u>
Sworn Statement on Public Entity Crimes	Yes <u> X </u>	No <u> _____ </u>
Exception to the Request for Proposals	Yes <u> X </u>	No <u> _____ </u>
Proposal Bond	Yes <u> X </u>	No <u> _____ </u>
Performance Bond	Yes <u> X </u>	No <u> _____ </u>
Addendum Acknowledgement Form	Yes <u> X </u>	No <u> _____ </u>
Anti-Kickback Affidavit	Yes <u> X </u>	No <u> _____ </u>
Proof of Insurance	Yes <u> X </u>	No <u> _____ </u>

**SECTION VIII
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #15-02
PROPOSAL CONFIRMATION**

In accordance with the requirements to provide Emergency Debris Removal Services, RFP #15-02, the undersigned submits the attached proposal.

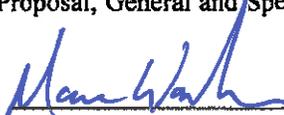
The initial Contract period shall be for three (3) years with an option to renew annually not to exceed a maximum of three (3) years subject to appropriation of funds for the budget year applicable. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to three (3) additional years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.

Proposer has examined the site and locality where the work is to be performed and is fully aware of the scope of work based on these requirements, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over Owner.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for Landscape Maintenance Service (Right-of-Ways), RFP #13-02 to the Town of Cutler Bay with the full understanding of the Request for Proposal, General and Special Conditions and Detail Requirements and the entire Proposal Package.

DRC Emergency Services, LLC
Proposer's Name


Signature

3-10-2015
Date

State of: Alabama

County of: Mobile

The foregoing instrument was acknowledged before me this 10th day of March, 2015, by Marc Watkins, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.


Notary Public Signature

Jamie Douville
Notary Name, Printed, Typed or Stamped

Commission Number: _____
My Commission Expires: April 29, 2018

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #15-02
PROPOSER'S QUALIFICATIONS (CONTINUED)**

NOTE: This statement of Proposers Qualifications **must** be completely filled out, properly executed and returned as part of your proposal.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by name and titles:

Name of Company: DRC Emergency Services, LLC

Address: 740 Museum Drive Mobile, AL 36608

Principals: <u>Mark Stafford</u>	Titles: <u>President/CEO</u>
<u>Kristy Fuentes</u>	<u>VP of Business Development and Secretary/Treasurer</u>
<u>Les Flynn</u>	<u>Chief Financial Officer</u>

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

DRC holds a Residential Contractor's license in the State of Florida. Yes DRC will obtain any other required licenses or permits if awarded this contract. No

- b. List Principals Licensed:

Name(s): N/A Title: _____

Remarks: _____

3. How long has your company been in business and so licensed? DRC ES has held a Florida residential contractor's license since 2009.

4. If Proposer is an individual or a partnership, answer the following: N/A

a. Date of organization: _____

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #15-02
PROPOSER'S QUALIFICATIONS (CONTINUED)**

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals.

DRC Emergency Services, LLC is an Alabama Limited Liability Company owned by Seven Continents Holdings, LLLP, a Delaware Partnership. Seven Continents Holdings, LLLP is owned by 1) Alcentra BDC Equity Holdings, LLC, 2) United Insurance Company of America (Kemper) and 3) 7CGP, LLC.

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

14 years

a. Under what other former names has your organization operated?

N/A

7. a. Has your company ever failed to complete a bonded obligation or to complete a Contract?

Yes _____ No X _____

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #15-02
PROPOSER'S QUALIFICATIONS (CONTINUED)**

If so, give particulars including circumstances, where and when, name of bonding company, name and address of owner and disposition of matter:

N/A

8. a. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Please see Tab 2: Proposer Qualifications for qualifications and experience of proposed key personnel for this project.

- b. State the name of the individual(s) and titles that will have personal supervision of the work:

Lee Wilson, Senior Project Manager

Bryan Fike, Regional Manager and Contact Person

9. List name and title of persons in your company who are authorized to enter into a Contract with the Town of Cutler Bay, Florida for the proposed work should your company be the Successful Proposer.

Name Mark Stafford Kristy Fuentes Marc Watkins

Title President/CEO VP Business Development/Secretary/Treasurer VP of Estimating

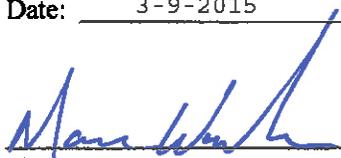
Phone #: 504-482-2848 504-482-2848 251-343-3581

Email: mstafford@drcusa.com kfuentes@drcusa.com mwatkins@drcusa.com

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #15-02
PROPOSER'S QUALIFICATIONS (CONTINUED)**

The undersigned guarantees the authenticity of the foregoing statements and does hereby authorize and request any person, firm or corporation to furnish any information requested by the Town of Cutler Bay, Florida to verification of the recitals comprising this statement of the Proposers qualifications. **DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSERS QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.**

Date: 3-9-2015



Signature

Marc Watkins

Print Name

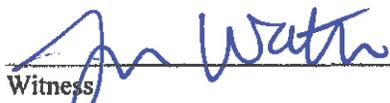
DRC Emergency Services, LLC

Company

Vice President of Estimating

Title

If Corporation (Seal) If Individual or Partnership, two Witnesses are required:



Witness



Witness

Respectfully submitted

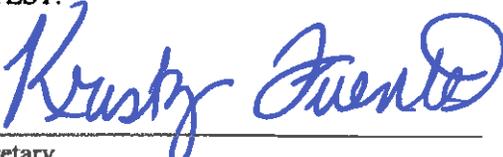
(CORPORATE SEAL)

DRC Emergency Services, LLC

Company - Contractor

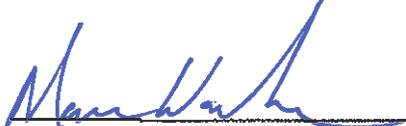
**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #15-02
PROPOSER'S QUALIFICATIONS (CONTINUED)**

ATTEST:


Secretary

By  (Seal)
President


Witness


Contractor Signature

END OF SECTION

**SECTION XII
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #15-02
REFERENCES**

The following is a list of at least four (4) references that Proposer has provided similar service in the past ten (10) years. Government agency references are preferred.

1. Name of Firm, Town, County or Agency: South Carolina Department of Transportation
Address: 955 Park Street, Columbia, SC 29201
Contact: David Cook Title: _____ Telephone: (803) 737-2314,
Location: _____ Scope of Work: Emergency debris removal
in the aftermath of the 2014 Ice Storms in South Carolina; Approx. 1,461,000 CY
of debris removed
2. Name of Firm, Town, County or Agency: City of Houston, Texas
Address: 611 Walker Street, 12th Floor, Houston, Texas 77002
Harry Hayes or Director/ Dep. Director
Contact: Vic Ayers Title: of Solid Waste Telephone: (713) 837-9103
Location: Houston, TX Scope of Work: Emergency hurricane debris
clearing and removal - Hurricane Ike; 5,035,439.18 CY of debris removed
3. Name of Firm, Town, County or Agency: Monroe County, Florida
Address: 1100 Simonton Street 2-216, Key West, FL 33040
Director of
Contact: Judy Clarke Title: Engineering Services Telephone: (305) 895-4329
Location: Monroe County, FL Scope of Work: Hurricane debris removal
Hurricanes Dennis, Katrina, Rita, and Wilma (2005-2006)
4. Name of Firm, Town, County or Agency: Escambia County, Florida
Address: 223 Palafox Place, Suite 300, Pensacola, FL 32501
Contact: Claudia Simmons Title: Manager, Purchasing Telephone: (850) 554-2772
Location: Escambia County, FL Scope of Work: _____
of approx. 15 miles of Pensacola, FL beaches; beach cleaning, dune restoration and
debris removal; condemnation of beachfront structures; ROE project management
Hurricane Ivan

NOTE: Additional references may be attached and provided.

**SECTION XIII
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #15-02
INDEMNIFICATION CLAUSE**

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contractor. The Proposer shall indemnify and hold harmless the Town Council, the Town of Cutler Bay, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner, or any of their agents or employees by any employee of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the Town pursuant to Chapter 768, Florida Statutes.

DRC Emergency Services, LLC
Proposer's Name

Marc Watkins
Signature

3-10-2015
Date

State of: Alabama

County of: Mobile

The foregoing instrument was acknowledged before me this 10th day of March, 2015, by Marc Watkins, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Jamie Lovette
Notary Public Signature

Jamie Lovitte
Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: April 29 2018

REFERENCES

OWNER & TIMELINE	DESCRIPTION OF WORK	CONTRACT VALUE	CY	POINT OF CONTACT
South Carolina DOT Feb. 2014 – May 2014	Emergency debris removal – 2014 South Carolina Ice Storm	Est. \$40 Million	Approx. 1,461,000	David Cook, 803-737-2314, 955 Park Street, Columbia, SC 29201
New York State DOT – Nassau County and Suffolk County, NY Nov. 2012 – March 2013	Emergency response debris removal – Super Storm Sandy	\$18,650,109.00	889,226	John McGullam, Head Engineer 631-774-7993, john.mcgullam@dot.ny.gov 1440 Veterans Memorial Highway Islandia, NY 11749
Town of Center Point, AL Feb. 2012 – Oct. 2012	Emergency debris clearing and removal - 2012 Tornadoes	\$456,877.00	Approx. 115,957	Mayor Henderson, 205-854-4460 Cpmayor@Charter.net , P.O. Box 9847, Center Point, AL 35215
City of Houston Sept. 2008- 2009	Emergency hurricane debris clearing and removal - Hurricane Ike	\$58,104,612.00	5,035,439.18	Vic Ayres-Deputy Director, Harry Hayes - Director of Solid Waste, 713-837-9103 Swddirector@Cityofhouston.net 611 Walker Street, 12th Floor, Houston, Texas 77002
Tangipahoa Parish, Louisiana Sept. 2008 – Present (stand-by contract client)	Emergency hurricane debris clearing and removal – Hurricane Gustav	\$2,780,902.26	93,694.45	Dawson Primes, Director of Homeland Security and Emergency Management, 985- 748-3211, Dawson.Primes@Tangipahoa.org , 206 East Mulberry Street, Amite, LA 70422
Iberville Parish, Louisiana September 2008 – April 2009	Emergency hurricane debris clearing and removal - Hurricane Gustav	\$3,368,184.69	330,239.22	Brian Willis, Solid Waste Director, 225-687- 5190, Bwillis@Ibervilleparish.com , 58050 Meriam Street, Plaquemine, LA 70765-0389
Louisiana Department of Environmental Quality June 2006 – Oct. 2007	Remediation and disposal of vehicles and vessels - Hurricane Katrina/Rita	\$15,000,000	Removal/recovery of approx. 10,640 vehicles, 761 vessels, 193 trailers	John Rogers, Environmental Services Scientist, 225-219-3266, John.Rogers@La.gov , 602 N. 5 th Street, Baton Rouge, LA 70802
Town of Amherst, New York Oct. 2006 – Dec. 2006	Emergency debris removal – Winter Ice Storm "October Surprise"	\$12,000,000	Approx. 800,000 CY of debris and 30,000 trees	Robert Anderson, Superintendent of Highways, 716-631-5990, Randerson@Amherst.Ny.us , 1042 North Forest Road, Williamsville, NY 14221
Palm Beach County School District 2005 – current vendor	Debris operations and management - Hurricane Wilma	\$2,000,000.00	58,285.80	Stephen Backhus, 561-687-7087, backhus@palmbeachschools.org , 3300 Summit Blvd., West Palm Beach, FL 33406

OWNER & TIMELINE	DESCRIPTION OF WORK	CONTRACT VALUE	CY	POINT OF CONTACT
<p>Monroe County, Florida 2005-2006</p>	<p>Hurricane debris removal - Hurricanes Dennis, Katrina, Rita, and Wilma</p>	<p>\$15,000,000</p>	<p>1,077,407.30</p>	<p>Judy Clarke, Director of Engineering Services, 305-295-4329, Clarke-Judith@monroecounty-fl.gov, 1100 Simonton Street 2-216, Key West, FL 33040</p>
<p>Louisiana Department of Transportation and Development September 2005 – June 2006</p>	<p>Hurricane debris removal in 13 parishes including Orleans, St. Bernard, Plaquemines, Jefferson and St. Tammany - Hurricane Katrina</p>	<p>\$105,000,000</p>		<p>Rhett A. Desselle - Assistant District 08 Administrator of Operations, 225-379-1836, Rhett.Desselle@la.gov, 3300 Mac Arthur Drive, Alexandria, LA 71307</p>
<p>Martin County, Florida 2004-2006</p>	<p>Hurricane debris removal - Hurricanes Jeanne and Frances (2004) and Hurricane Wilma (2005)</p>	<p>\$25,000,000</p>	<p>Jeanne and Frances: 1,046,669 and 347 stumps; Wilma: 335,032</p>	<p>Darrell Wright, Project Manager, 772-260-6066, dwright@martin.fl.us, 2151 SE Aviation Way, Stuart, FL 34996</p>
<p>Escambia County Florida Sept. 2004 – Feb. 2006</p>	<p>Beach clearing and restoration of approx. 15 miles of Pensacola, FL beaches; beach cleaning, dune restoration and debris removal; condemnation of beachfront structures; ROE project management - Hurricane Ivan</p>	<p>\$50,000,000</p>	<p>Approximately 1.7 million</p>	<p>Claudia Simmons, Manager Office of Purchasing, 850-554-2772, claudia_simmons@co.escambia.fl.us, 223 Palafox Place, Suite 300, Pensacola, FL 32501</p>

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #15-02
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

ACKNOWLEDGMENT

State of Alabama)

) **SS**: FEIN: 63-1283729

County of Mobile)

BEFORE ME, the undersigned authority personally appeared Marc Watkins to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Marc Watkins executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 10th day of March, 2015.

My Commission Expires: April 29, 2018

Jamie Souille
Notary Public State of Florida ~~at Large~~

Alabama at Large

END OF SECTION

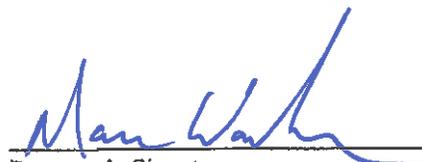
**SECTION XV
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #15-02
DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____
DRC Emergency Services, LLC does:

(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will agree by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

3-9-2015

Date

Marc Watkins

Print Name

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #15-02
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES
(CONTINUED)**

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 Cutler Bay

by Marc Watkins, Vice President of Estimating
[Print individual's name and title]

for DRC Emergency Services, LLC
[Print name of entity submitting sworn statement]

whose business address is

740 Museum Drive

Mobile, AL 36608

and (if applicable) its Federal Employer Identification Number (FEIN) is 63-1283729

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: N/A)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), 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 the United States, including, but not limited to, any Proposal or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction or 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 than an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) 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. Te 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 a 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 Paragraph 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 Proposals or applies to Proposal 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 the management of an entity.
6. Based on information and belief, the statement that 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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This 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.

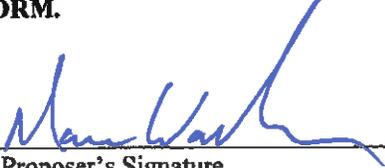
the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

END OF SECTION

**SECTION XVI
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #15-02
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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 HAT 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.

DRC Emergency Services, LLC
Proposer's Name


Proposer's Signature

Sworn to and subscribed before me this 10th day of March, 2015.

Personally known Marc Watkins

OR produced identification _____ Notary Public State of ~~Florida~~ Alabama at Large

(Type of identification) My commission expires April 29 2018

Jamie Lavitte
(Printed, typed or stamped commissioned
Name notary public)

END OF SECTION

**SECTION XVIII
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #15-02
PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, DRC Emergency Services, LLC

as Principal and Contractor, and Argonaut Insurance Company

Hereinafter called Surety, are held and firmly bound unto Town of Cutler Bay, a political subdivision of the State of Florida, and represented by its Town Manager, in the sum of fifteen-thousand dollars (\$15,000.00).

Fifteen Thousand Dollars
(Written Dollar Amount)

dollars (\$ 15,000.00) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a Proposal to the Town of Cutler Bay for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

EMERGENCY DEBRIS REMOVAL SERVICES

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP # 15-02**

WHEREAS, it was a condition precedent to the submission of said Proposal that a cashier's check, certified check, or Proposal bond in the amount of fifteen thousand dollars (\$15,000.00) of the proposal amount be submitted with said Proposal as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Cutler Bay and furnishes the Performance Bond, in an amount equal to **Fifteen Thousand and NO/100 (\$15,000.00)**, satisfactory to the Town, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Cutler Bay and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said DRC Emergency Services, LLC

as Principal herein, has caused these presents to be signed in its name by its _____

_____ and attested by its _____

_____ under its corporate seal, and the said Argonaut Insurance Company

_____ as Surety herein, has caused these presents to be signed in its name by its

Attorney-in-Fact _____

and attested in its name by its _____ Attorney-in-Fact _____ under its

corporate seal, this 11th day of March A.D., 2015.

Signed, sealed and delivered
in the presence of:

[Signature]

[Signature]
As to Principal

PRINCIPAL: DRC Emergency Services, LLC

BY: [Signature]

NAME: Mara Watkins

Argonaut Insurance Company

Surety

BY: [Signature]

Attorney-in-Fact Claudette Alexander Hunt
(Power-of-Attorney to be attached)

BY: [Signature]

Resident Agent - Claudette Alexander Hunt
FL License No. P134371

[Signature]
As to Surety - Jacqueline Hampton

END OF SECTION

**Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606**

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Claudette Alexander Hunt, Jacqueline Hampton

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$40,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013.

Argonaut Insurance Company



by:

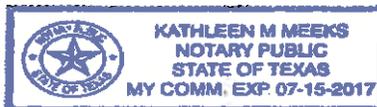
Joshua C. Betz

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 18th day of July, 2013 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 11th day of MARCH, 2013



Sarah Heineman

Sarah Heineman, VP-Underwriting Surety

Will be obtained and executed if awarded this contract.

**SECTION XIX
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP # 15-02
PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESIDENTS:

That we, as Principal, hereinafter Called Contractor, and _____, as Surety, are bond to the Town of Cutler Bay, Florida, as Obligee, hereinafter called Owner, in the amount of **Four Hundred Thousand and NO/100 (\$400,000.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Emergency Debris Removal Services, RFP# 15-02, awarded via Town of Cutler Bay Resolution # ____ the ____ day of _____, 2015 with Owner for ~~XXXXXXXXXXXXXXXXXX~~ in accordance with specifications prepared by the Town of Cutler Bay and made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the Owner for Emergency Debris Removal Services for Town Facilities, Medians, and Swales ongoing after the date of Contract commencement as specified in the Notice to Award and in the manner prescribed in the Contract; and
2. Indemnifies and pays Owner all losses, damages (specifically including, but not limited to, damages for non-performance and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that Owner sustains because of default by Contractor under the Contract; and
3. Upon notification by the Owner, corrects any and all defective or faulty work or materials.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #15-02
PERFORMANCE AND PAYMENT BOND (CONTINUED)**

- 4.1. Complete the Contract in accordance with its terms and conditions; or
- 4.2. Obtain a proposal or proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposer, or, if the Owner elects, upon determination by the Owner and Surety jointly of the best, lowest, qualified, responsible and responsive Proposer, arrange for a Contract between such Proposer and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2015.

WITNESSES:

Name of Corporation

Secretary

By: _____
Signature and Title

[CORPORATE SEAL]

Type Name and Title signed above

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #15-02
PERFORMANCE AND PAYMENT BOND (CONTINUED)**

IN THE PRESENCE OF:

INSURANCE COMPANY

Witness

By: _____
Agent and Attorney-in-Fact

Address: _____
Street

Town/State/Zip Code

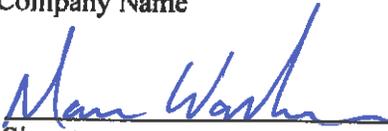
Telephone No.: _____

END OF SECTION

**SECTION XX
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #15-02
ADDENDUM ACKNOWLEDGEMENT FORM**

Addendum #/Date Received

1	3-3-2015
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Proposer: DRC Emergency Services, LLC
Company Name

Signature
Marc Watkins, Vice President of Estimating
Printed Name & Title

END OF SECTION

State of Florida

Department of State

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

The document number of this limited liability company is M05000003946.

I further certify that said limited liability company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on January 13, 2014, and its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of April, 2014*



Ken Detzner
Secretary of State

Authentication ID: CU1598806692

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

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

Licensee Details

Licensee Information

Name: **FUZZELL, ROBERT HUNTER (Primary Name)**
DRC EMERGENCY SERVICES, LLC (DBA Name)

Main Address: **740 MUSEUM DRIVE**
MOBILE Alabama 36608

County: **OUT OF STATE**

License Mailing:

LicenseLocation:

License Information

License Type: **Certified Residential Contractor**

Rank: **Cert Residential**

License Number: **CRC1331035**

Status: **Current,Active**

Licensure Date: **08/29/2014**

Expires: **08/31/2016**

Special Qualifications **Qualification Effective**
Construction Business **08/29/2014**

[View Related License Information](#)

[View License Complaint](#)

[1940 North Monroe Street, Tallahassee FL 32399](#) :: Email: **[Customer Contact Center](#)** :: Customer Contact Center: 850.487.1395

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ACKNOWLEDGEMENT OF AGREEMENT TERMS

DRC Emergency Services, LLC accepts the terms of the Agreement included in this Proposal Package.

