



March 9, 2015

**Town of Cutler Bay**  
Office of the Town Clerk  
10720 Caribbean Blvd., Suite# 105  
Cutler Bay, Florida 33189

**RE: Request for Proposals (RFP) # 15-02  
Emergency Debris Removal Services**

Phillips & Jordan, Incorporated (Phillips & Jordan) thanks you for the opportunity to present our proposal for Disaster Recovery and Debris Removal in response to RFP Y15-124-JS issued by the Town of Cutler Bay (Town). Phillips & Jordan offers 36 years of experience as a disaster debris management contractor and can provide the management team, equipment, personnel, and other necessary resources to respond rapidly and efficiently to a future disaster within the Town. Our disaster recovery work will also include the generation and collection of Federal Emergency Management Agency (FEMA) project documentation to validate the eligibility of our work and ensure maximum reimbursement.

The financial reimbursement that the Town will ultimately receive from FEMA through its Public Assistance (PA) Grant Program for disaster debris cost will be dependent on three major factors: (1) compliance with Title 44: Code of Federal Regulations (44 CFR) Part 13, Subpart C, 13.36 Procurement; (2) eligibility of work performed; and (3) the documentation to support incurred cost. Phillips & Jordan's philosophical approach to execution of a disaster debris management project is based on these same three factors.

To ensure compliance with 44 CFR, Phillips & Jordan provides the required bid, payment, and performance bonds along with rates that can support FEMA "reasonable cost" criteria. As a project's scope and cost expand, we provide the increased bonding capacity necessary to reduce the financial risk to the Town.

As the contractor, we bare significant financial risk for cost associated with ineligible debris as well as the associated negative ethical implications. Phillips & Jordan accepts and manages this risk willingly. If we are requested by the Town to remove ineligible debris, the Town will be asked to make that request in writing. If the Town's monitoring firm directs us to remove ineligible debris, we will require them to provide that request in writing, and will notify the Town regarding the request. Each of our clients is assigned an experienced Project Manager that has FEMA PA experience and understands current policy and documentation recommendations to support eligibility claims.

Phillips & Jordan has the capability to document and track our own work with one of only two currently approved U.S. Army Corps of Engineers Automated Debris Management System



(ADMS). This debris management documentation tool can provide a second critical source of grant supporting documents.

Critical expectations of the disaster debris management contractor selected by the Town of Cutler Bay should include demonstrated capabilities to efficiently and effectively mobilize manpower and equipment, to coordinate and control all resources deployed to the impacted area, and to implement robust quality control and safety programs. Phillips & Jordan offers these capabilities as demonstrated through our successful past performance record responding to a wide variety of natural and man-made disaster events.

Phillips & Jordan's capacity and capability to perform disaster debris management services includes a senior management team that offers more than 140 years of combined debris removal; disaster management, FEMA PA Grant Program administration, and disaster recovery experience; a fleet of over 450 individual pieces of company-owned equipment applicable to debris management activities; and a nationwide group of experienced disaster subcontractors.

As requested in the Town's RFP, Phillips & Jordan accepts the terms of the Agreement without exceptions.

The authorized representatives for Phillips & Jordan are as follows:

Primary	Alternate	Alternate
<b>Julie Glenn</b> Disaster Services Coordinator 10201 Parkside Drive, #300 Knoxville, TN 37922 Phone (865) 776-8918 Fax (865) 392-3090 jglenn@pandj.com	<b>Wayne Floyd</b> Director of Disaster Services 10201 Parkside Drive, #300 Knoxville, TN 37922 Phone (919) 369-4685 Fax (865) 392-3090 wfloyd@pandj.com	<b>J. Patrick McMullen</b> President 10201 Parkside Drive, #300 Knoxville, TN 37922 Phone (865) 392-3053 Fax (865) 392-3090 pmcmullen@pandj.com

Sincerely,

Ronnie Jordan  
 Vice President  
 Phillips & Jordan, Incorporated



## Town of Cutler Bay, Florida

### RFP # 15-02: Emergency Debris Removal Services

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## Town of Cutler Bay, Florida

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Tab 1: Proposer Qualifications

### A. Summary of Qualifications

#### A.1 Corporate Overview

Phillips & Jordan was established in 1952 and offers 22 years of experience as a disaster recovery and debris management contractor with the capability to rapidly provide the management team, equipment, workforce, and supporting resources required to effectively respond to any type of natural or man-made disaster.

Phillips & Jordan is a proven provider of high quality and cost efficient disaster debris management services with demonstrated expertise in the areas of disaster recovery planning and technical assistance; emergency road clearance; public right-of-way debris segregation and removal; vegetative debris reduction; construction and demolition debris disposal; hazardous stump, tree and limb removal; private property debris removal; structure demolition; and debris reduction site management.

Phillips & Jordan also offers in-depth knowledge related to the implementation of requirements codified in the Federal Emergency Management Agency (FEMA) *"Public Assistance Debris Management Guide"* (FEMA-325) and Code of Federal Regulations (CFR) Title 44 *"Emergency Management and Assistance"* Part 13 *"Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"*, as well as development of Memorandums of Understanding with and between local, county, state, and federal stakeholders.

Over the past 3 decades, Phillips & Jordan has successfully completed disaster debris management missions in excess of \$1.5B for over 100 individual jurisdictions located throughout the United States that received reimbursement under FEMA guidelines. As illustrated in the table below, Phillips & Jordan has performed disaster debris management services in excess of \$406,000,000 over the past 8 years under 5 federal contracts involving 81 separate task orders, and pre-position contracts with 62 individual state and municipal entities.

### STRONG RESPONSE HISTORY

Phillips & Jordan has provided disaster recovery and debris management services since the 1970's, prior to the Stafford Act. One of our early large scale debris management tasks involved Hurricane Andrew which struck Dade County, Florida in 1992. Under a contract with the U.S. Army Corps of Engineers (USACE), Phillips & Jordan removed over 4,000,000 cubic yards of debris in less than 90 days employing a workforce of over 1,650 that logged in excess of 700,000 man-hours.

Since the Hurricane Andrew project, Phillips & Jordan has responded to a vast majority of the major storm-related disasters in the United States, and to numerous smaller events involving hurricanes, tornadoes, snow/ice storms, rock slides, and floods.

Phillips & Jordan has also provided support for recovery efforts at the World Trade Center and along the Gulf Coast during the British Petroleum Deepwater Horizon oil spill event.



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<b>Phillips &amp; Jordan Disaster Response Revenues (2007 to 2014)</b>					
Year	Total Disaster Revenue	Federal Revenue		State/Municipal Revenue	
		# Contracts	Amount	# Contracts	Amount
2014	\$12,580,000	-----	-----	8	\$12,580,000
2013	\$7,200,000	1	\$56,000	1	\$7,140,000
2012	\$14,040,000	-----	-----	11	\$14,040,000
2011	\$218,020,000	2	\$200,900,000	19	\$17,120,000
2010	\$9,240,000	-----	-----	1	\$9,240,000
2009	\$5,980,000	1	\$380,000	8	\$5,600,000
2008	\$18,300,000	-----	-----	12	\$18,300,000
2007	\$120,930,000	1	\$110,610,000	2	\$10,320,000
<b>Totals:</b>	<b>\$406,290,000</b>	<b>5</b>	<b>\$311,946,000</b>	<b>62</b>	<b>\$94,340,000</b>

### A.2 Key Pre-Positioned Subcontractors

During our +30 year history of providing disaster debris management services, Phillips & Jordan has established long-term relationships with a highly qualified group of 19 key pre-positioned subcontractors that have provided equipment and manpower for numerous disaster debris management missions previously completed by Phillips & Jordan. In order to ensure the readiness of these subcontractors to immediately mobilize in response to a disaster event, Phillips & Jordan has executed enforceable master subcontracts for disaster response services with each of our key pre-positioned subcontractors – rather than just letters of commitment. A listing of Phillips & Jordan's key pre-positioned subcontractors is provided in the table below, and copies of the current master subcontracts in place with each of these companies are provided in Appendix I to this proposal.



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	Hurricane Sandy (2012)	Raleigh, NC Tornado (2011)	Alabama Tornadoes (2011)	Joplin, MO Tornado (2011)	Hurricane Irene (2011)	Cherokee County/Tahlequah Ice Storm (2009)	Hurricanes Gustav & Ike (2008)	Buffalo, NY Ice Storm (2006)	Hurricane Katrina (2005)	Hurricane Rita (2005)	Hurricane Wilma (2005)	Hurricanes Frances & Jeanne (2004)	Hurricane Charley (2004)	Hurricane Ivan (2004)
BKW, Inc. (FL)	✓	✓	✓	✓		✓		✓	✓	✓		✓		✓
Bush Construction and Disaster Company (FL)		✓	✓				✓		✓		✓	✓	✓	
Cheoah Construction Company, Inc. (NC)			✓											
Drewery Construction Company, Inc. (TX)			✓	✓				✓	✓	✓	✓	✓	✓	✓
EE&G Disaster Response, LLC (FL)					✓				✓	✓	✓	✓		
Hensley R. Lee Construction, Inc. (MS)			✓											
H&R of Belle Glade, LLC (FL)			✓		✓		✓		✓		✓	✓		
KEU, Inc. (WA)									✓			✓	✓	
Lane Hauling & Excavating (TN)			✓									✓	✓	✓
Metro Disposal, Inc. (LA)									✓					
Metrolina Landscape Company, Inc. (NC)			✓						✓		✓			✓
MLU Services, Inc. (GA)									✓			✓	✓	✓
Optimum Services, Inc. (FL)						✓	✓		✓	✓	✓	✓		✓
Parkman Tree Service (SC)			✓				✓		✓	✓				
Rio-Bak Corporation (FL)			✓		✓		✓		✓		✓	✓		
Sheen & Shine, Inc. (NY)	✓		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
Terry Tree Service South, LLC (NY)	✓		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
Thunder Disaster Services, Inc. (NC)	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓
Tiger Bayou, Inc. (LA)			✓				✓		✓	✓				



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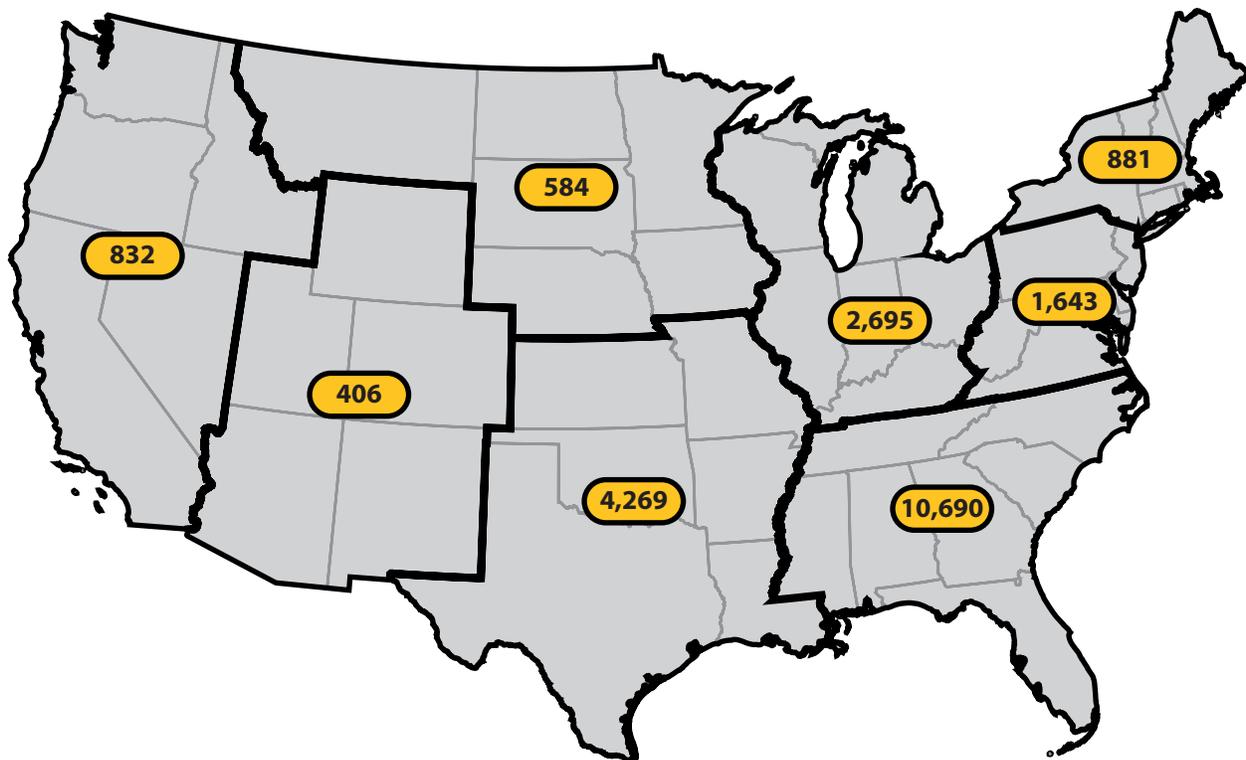
Tab 1: Proposer Qualifications

### A.3 Pre-Registered Subcontractors

In order to ensure maximum local participation during a future disaster event that impacts the Town of Cutler Bay, and full compliance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Phillips & Jordan has developed a database of 22,000 pre-registered subcontractors to supplement the resources offered by Phillips & Jordan and our key pre-positioned subcontractors. The geographic distribution of our pre-registered subcontractors is illustrated in the figure below. At the present time Phillips & Jordan has pre-registration information on file for 3411 subcontractors located in the State of Florida. The pre-registration process implemented by Phillips & Jordan allows us to:

- Confirm equipment suitability and readiness,
- Verify insurance policies are sufficient and current,
- Check references when required, and
- Execute subcontractor agreements immediately following contract activation.

Completing these tasks in advance of the initiation of disaster response operations allows Phillips & Jordan to respond in a timely and coordinated manner, and provides the Town of Cutler Bay with the opportunity to approve or disprove any potential subcontractors before they commence operational work assignments.





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### A.4 Phillips & Jordan – The Right Choice

As you review this document and the others submitted in response to the Town of Cutler Bay request for proposal, you will find a number of similarities with regard to the capabilities and experience offered by Phillips & Jordan and the other large disaster debris contractors. These similarities include demonstrated disaster debris management past performance, highly qualified management teams, substantial cadre of supporting subcontractors, well developed operational plans, robust equipment resources, commitment to maximize local participation, and experience with preparation of documentation required for successful federal reimbursement.

However, Phillips & Jordan offers several discriminators that separate us from the other disaster debris management competitors responding to the Town of Cutler Bay request for proposal including the following:

Full-Time Key Personnel: Phillips & Jordan is a general contractor that employs over 900 management, operations, and administrative personnel that currently support a wide variety of construction projects at sites located throughout the United States. All of the key field management personnel identified in this proposal are on the jobsite today performing various construction management and operational functions in support of current projects. Therefore, in the event that a disaster impacts the Town of Cutler Bay, Phillips & Jordan has the capability to immediately re-assign personnel with disaster experience to support the response effort without affecting ongoing construction project work. For example, when flooding occurred in the State of Colorado during 2013, Mr. Eric Hedrick (Operations Manager) was providing oversight of several oil field services projects being performed in Wyoming by Phillips & Jordan, and Mr. Ken Graham and Mr. Rex Wilson (Superintendents) were managing an infrastructure improvement project being performed by Phillips & Jordan in Louisiana. Immediately following receipt of a request for assistance from the Colorado Department of Transportation, all three of these individuals were immediately deployed to Colorado to manage removal of flood-related debris from public right-of-ways.

Long Standing Subcontractor Relationships: All of the key pre-positioned subcontractors identified above have supported major disaster debris management missions conducted by Phillips & Jordan over the past decade. In addition to disaster-related projects, many of these subcontractors provide support for Phillips & Jordan construction projects that are conducted on a year-round basis. Examples of this support include the following:

- Over the past two years BKW has provided manpower and equipment as a subcontractor to Phillips & Jordan to support ongoing oil field services construction projects at various jobsites located throughout North Dakota.
- Optimum Services and Rio-Bak Corporation are both currently providing manpower and equipment as a subcontractor to Phillips & Jordan for construction of the C44 Reservoir in Martin County, Florida.



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- Thunder Disaster Services recently provided manpower and equipment as a subcontractor to Phillips & Jordan to complete a landslide repair project that caused the closure of Interstate 40 near the Tennessee - North Carolina state line.

The ongoing relationship between Phillips & Jordan and its key pre-positioned subcontractors provides the Town of Cutler Bay with a team that has established lines of communication, a full understanding of each team member's core capabilities and approach to conduct of operations, and has the necessary manpower and equipment to address any size disaster event.

Automated Debris Management System (ADMS): Phillips & Jordan is the only contractor in the country to deploy a comprehensive ADMS on a disaster debris management mission. This system was deployed by Phillips & Jordan to augment our recovery response to the 2011 tornado outbreak in the State of Alabama during which over 350 handheld devices were used to record and track 153,000 individual debris load tickets. Utilization of the ADMS simplified the effort required to audit field load data and thus substantially reduced the complexities and costs associated with post-event audits conducted by debris monitoring firms and/or FEMA. Phillips & Jordan's in-depth knowledge and experience regarding deployment and utilization of our ADMS can translate into cost savings for the Town of Cutler Bay if it elects to use this tool during a future disaster response.

USACE Advance Contracting Initiative (ACI): The ACI was created in 1999 to provide the USACE with pre-positioned prime contractors needed to fulfill its mandate to support FEMA during federal disaster declarations. Phillips & Jordan has been selected to support multiple regions under each of the four ACI contracts awarded since 1999. We were the first ACI contractor to be activated by the USACE to perform debris management and other support for recovery operations at the World Trade Center (WTC) in 2001, and was subsequently activated to support three additional disaster events (Hurricane Ivan, Hurricane Katrina, and State of Alabama tornadoes) – the most ACI activations of any disaster debris management contractor in the United States. In recognition for our outstanding support provided during the WTC recovery mission, Phillips & Jordan was named the 2002 Civil Works Contractor of the Year by the USACE – the only disaster debris management contractor ever to receive this award.

Demonstrated Achievement of Local Participation: All contractors within the disaster debris management community provide commitments to maximize location participation during debris removal and reduction operations. Phillips & Jordan not only makes the commitment, but also backs the commitment up with results. During the 2011 disaster response to the tornados that impacted numerous areas throughout the State of Alabama, and Joplin, Missouri, over 80% of Phillips & Jordan's first tier subcontractors were local contractors. Phillips & Jordan also met or exceeded participation goals which were 97% for small businesses (goal was 73.7%), 11% for woman-owned small businesses (goal was 11%), and 13% for HUBZone businesses (goal was 3.2%) during execution of recovery efforts associated with Hurricane Katrina. These two examples demonstrate Phillips & Jordan's commitment and ability to achieve maximum local



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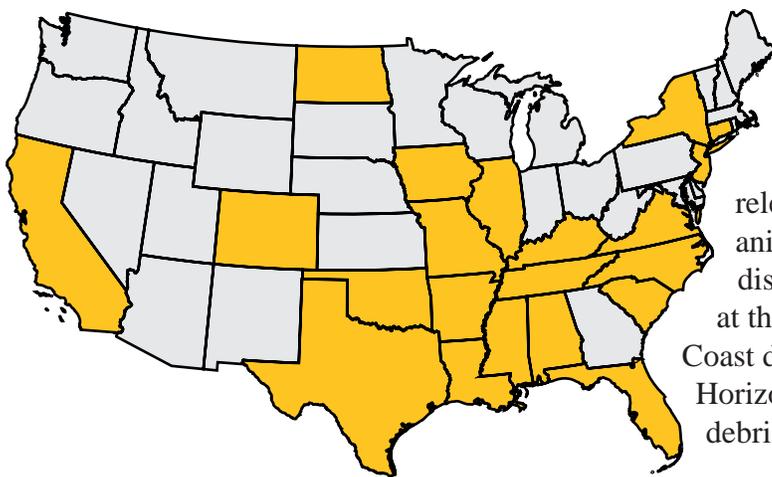
### Tab 1: Proposer Qualifications

participation for business located in and around the Town of Cutler Bay during a future disaster debris management mission.

Reasonable Subcontractor Compensation: The fee proposal developed by Phillips & Jordan for the Town of Cutler Bay probably contains higher unit prices than those proposed by our competitors. The higher prices charged by Phillips & Jordan does not reflect a desire to maximize our profit, but rather to ensure that we have the ability to pay our subcontractors reasonable compensation for their support. When subcontractors are paid reasonable compensation, they are motivated to provide the best personnel and equipment possible, ensure that their work activities are conducted in a safe manner and are of the highest quality possible, and remain committed throughout the duration of the project. By selecting its disaster debris management contractor based solely on lowest price, the Town of Cutler Bay may encounter project delays due to subcontractor availability/turnover which in turn could place maximum federal reimbursement at risk and result in unfavorable criticism by its citizens.

## B. Past Performance

### B.1 Summary



Phillips & Jordan over the course of its history has been tasked with response to a wide range of disasters including hurricanes, tornadoes, snow/ice storms; flooding; clean-up of a coal fly ash slurry release; collection and incineration of diseased animal carcasses; removal and reduction of diseased trees; and support for recovery efforts at the World Trade Center and along the Gulf Coast during the British Petroleum Deepwater Horizon oil spill - all of which required complex debris stream management.

Phillips & Jordan had performed disaster debris management projects located in 21 states over the past 36 years.

Over the past decade, Phillips & Jordan has managed over 90 individual disaster debris management projects for federal, state, county, and city customers located

throughout the United States as illustrated in the table below. 23 of these projects alone involved the removal and disposal of 39,984,707 cubic yards of disaster-related debris.



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### B.2 List of Completed Projects

Year	Customer	Event	Type of Work	Amount
2014	South Carolina DOT	Winter Ice Storm	Debris Removal, Reduction, & Hangers	\$ 9,821,879
2014	Orange Co, NC	Winter Ice Storm	Debris Reduction	\$ 697,610
2014	City of Burlington, NC	Winter Ice Storm	Debris Removal	\$ 1,941,112
2014	Town of Mebane, NC	Winter Ice Storm	Debris Removal	\$ 206,925
2014	Town of Haw River, NC	Winter Ice Storm	Debris Removal	\$ 26,844
2014	Hillsborough NC	Winter Ice Storm	Debris Removal	\$ 53,785
2014	Town of Elon, NC	Winter Ice Storm	Debris Removal	\$ 98,861
2014	Village of Alamance, NC	Winter Ice Storm	Debris Removal	\$ 6,543
2014	Colorado DOT	Flood	Debris Removal	\$ 7,429,000
2012	Borough of Avalon, NJ	Hurricane Sandy	Debris Removal	\$ 394,024
2012	Town of Brookhaven, NY	Hurricane Sandy	Debris Removal	\$ 6,700,086
2012	Suffolk County, NY	Hurricane Sandy	Debris Removal	\$ 3,826,152
2012	City of Westwego, LA	Hurricane Isaac	Debris Removal	\$ 44,119
2012	Terrebonne Parish, LA	Hurricane Isaac	Debris Removal	\$ 510,124
2012	City of Chesapeake, VA	Tornado	Debris Removal	\$ 132,626
2011	Raleigh, NC	Hurricane Irene	Debris Reduction	\$ 39,600
2011	Granby, CT	Hurricane Irene	Debris Removal	\$ 1,617,107
2011	VDOT, Brunswick Co, VA	Hurricane Irene	Debris Removal	\$ 126,761
2011	VDOT, Dinwiddie Co, VA	Hurricane Irene	Debris Removal	\$ 1,447,219
2011	VDOT, Prince George Co, VA	Hurricane Irene	Debris Removal	\$ 1,072,955
2011	Suffolk Co, NY	Hurricane Irene	Debris Reduction	\$ 843,550
2011	NCDOT, Martin Co, NC	Hurricane Irene	Debris Removal	\$ 38,119
2011	NCDOT, Jones Co, NC	Hurricane Irene	Debris Removal	\$ 272,029
2011	City of Portsmouth, VA	Hurricane Irene	Debris Removal	\$ 204,825
2011	City of Chesapeake, VA	Hurricane Irene	Debris Removal	\$ 481,411
2011	City of Virginia Beach, VA	Hurricane Irene	Debris Removal	\$ 2,959,676
2011	City of Franklin, VA	Hurricane Irene	Debris Removal	\$ 157,856
2011	City of Norfolk, VA	Hurricane Irene	Debris Removal	\$ 443,303
2011	Ward Co., ND	Flood	Debris Removal	\$ 494,531
2011	Weston Solutions - Joplin, MO	Tornado	Debris Removal	\$ 36,120,816
2011	Monroe, MS	Tornado	Debris Removal	\$ 653,214
2011	USACE – Alabama Tornadoes	Tornadoes	Debris Removal, Reduction, & Disposal	\$ 164,682,726
2011	Wake Co, NC	Tornado	Debris Removal	\$ 310,864



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Year	Customer	Event	Type of Work	Amount
2011	City of Raleigh, NC	Tornado	Debris Removal & Reduction	\$ 2,091,613
2010	Miller Environmental Group, Deepwater Horizon	Oil Spill	Monitoring & Collection	\$ 9,236,787
2009	East Baton Rouge Schools, LA	Hurricane	Debris Removal	\$ 105,634
2009	NCDOT, I-40 MM2	Rockslide	Debris Removal & Wall Stabilization	\$ 2,463,504
2009	Cherokee Co., OK	Ice Storm	Debris Removal	\$ 1,516,437
2009	State of Kentucky	Ice Storm	Debris Removal	\$ 3,439,000
2009	NCDOT, I-40 MM2.45	Rockslide	Debris Removal & Wall Stabilization	\$ 9,683,880
2008	USACE Delaware Water Gap	River Debris	Debris Removal	\$ 435,986
2008	City of New Roads, LA	Hurricane	Debris Removal	\$ 527,979
2008	Avoyelles Parish, LA	Hurricane	Debris Removal	\$ 627,241
2008	USACE - LA	Hurricane	Debris Removal	\$ 984,223
2008	Pointe Coupee Parish, LA	Hurricane	Debris Removal	\$ 7,265,291
2007	City of Oklahoma City, OK	Ice Storm	Debris Removal	\$ 4,645,677
2007	City of Muskogee, OK	Ice Storm	Debris Removal	\$ 5,677,354
2006	City of Coral Springs, FL	Hurricane	Debris Removal	\$ 486,211
2006	City of Lackawanna, NY	Snow Storm	Debris Removal	\$ 802,165
2006	City of Buffalo, NY	Snow Storm	Debris Removal	\$ 11,042,925
2006	City of New York, NY	Forensic Recovery	Forensic Recovery	\$ 9,500,000

### B.3 Detailed Project Descriptions

Project Information Sheets for the following examples of disaster debris management projects previously executed by Phillips & Jordan that are similar or larger in size and scope to the debris support services required by the Town of Cutler Bay are presented on the following pages:

- South Carolina Winter Ice Storm (2014)
- Burlington, North Carolina Ice Storm (2014)
- Colorado Flood (2013)
- Hurricane Sandy (2012)
- Raleigh, North Carolina Tornado (2011)
- State of Alabama Tornadoes (2011)
- Joplin, Missouri Tornado (2011)
- Hurricane Irene (2011)

Letters of commendation and performance evaluations for several of these projects are presented in Appendix II to this proposal.



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South Carolina DOT Winter Ice Storm



**Start Date:**

February 2014

**Debris Volume:**

255,661 CY  
52,659 Hazardous Limbs  
262 Hazardous Trees

**Completion Date:**

May 2014

**Dollar Amount Invoiced:**

\$9,821,879

**Phillips & Jordan's Role:**

Prime Contractor

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**Key Phillips & Jordan Personnel Assigned to Project:**

Eric Hedrick

Heath Stone

Jake Hedrick

Clint Stephens

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Following the ice storm that struck the state of South Carolina in February of 2014, Phillips & Jordan responded to perform debris removal and disposal services in two counties (Williamsburg and Florence). Phillips & Jordan mobilized equipment and manpower as soon as a Notice to Proceed was given and began operations of cutting and removing hazardous limbs and trees from public right-of-ways and public access areas that were maintained by South Carolina Department of Transportation. A total of 52, 659 hazardous limbs and 262 hazardous trees were cut and removed. A total of 255,661 cubic yards of vegetative debris was collected, hauled, and reduced via grinding during the project across the two counties.



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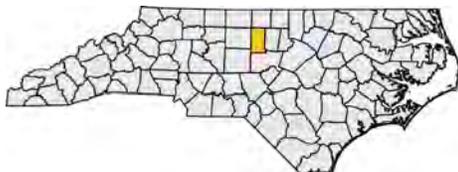
City of Burlington, North Carolina Ice Storm

**Start Date:**

March 2014

**Debris Volume:**

183,124 CY



**Completion Date:**

May 2014

**Dollar Amount Invoiced:**

\$1,941,112

**Phillips & Jordan's Role:**

Prime Contractor

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**Key Phillips & Jordan Personnel Assigned to Project:**

Ken Graham

Sonny Carrell

Carter Miller

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As a result of having a pre-position debris removal contract, Phillips & Jordan was contacted by the City of Burlington to help assess the damage caused by a fast moving ice storm early in March of this year. Due to the cities mature tree canopy throughout the city it was necessary to activate the contract and get the downed limbs picked up. Using the city's trash collection routes, we were able to quickly get crews working in all areas of the city. Burlington had identified two potential debris reduction sites which helped expedite the process and with one located on either side of the city helped to make quick work of picking up and grinding the debris.



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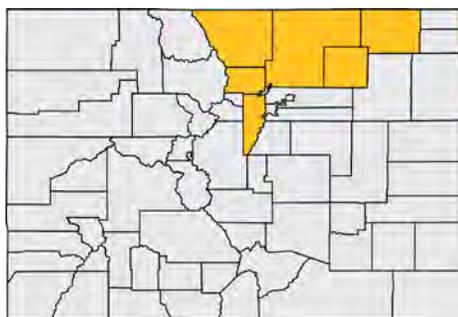
## Colorado DOT Debris Removal from Flooding

**Start Date:**

November 2013

**Debris Volume:**

149,562 CY



**Completion Date:**

April 2014

**Dollar Amount Invoiced:**

\$7,429,000

**Phillips & Jordan's Role:**

Prime Contractor

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### Key Phillips & Jordan Personnel Assigned to Project:

Ken Graham

Rex Wilson

Mark Jones

Ariel Rivera

Eric Hedrick

Clint Stevens

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P&J was given Notice to Proceed to pick-up woody vegetative and C&D debris generated by the severe flooding in August, 2013 in the right-of-way of state maintained roads throughout six (6) different counties. In addition to the ROW work, we were additionally tasked with removing debris in various waterways and from underneath multiple state maintained bridges. Much of the debris removed from under the bridges was greatly impacted throughout the supporting structure of the bridges and had to be removed to allow for in order for the bridges to be inspected and to prevent further damage when the impending spring thaw came and more flood waters would follow. Working in so many different locations spread out over nearly 200 miles presented both logistical and management challenges every day. In addition to the usual storm debris generated after most events we picked up and processed over 5,000 CY's of rock and sediment. Much of the rock and sediment was crushed for re-use by CDOT. In the end we removed nearly 150,000 total CY's of various types of debris.



Debris Clean-Up Operation

Colorado



Debris Clean-Up Operation

Colorado



# Town of Cutler Bay, Florida

RFP # 15-02: Emergency Debris Removal Services

Tab 1: Proposer Qualifications

## Hurricane Sandy



**Start Date:**

November 2012

**Debris Volume:**

~200,000 cubic yards

**Completion Date:**

January 2013

**Dollar Amount Invoiced:**

\$5,373,892 (City of Brookhaven)

\$4,397,654 (Suffolk County)

**Phillips & Jordan's Role:**

Lead General Contractor

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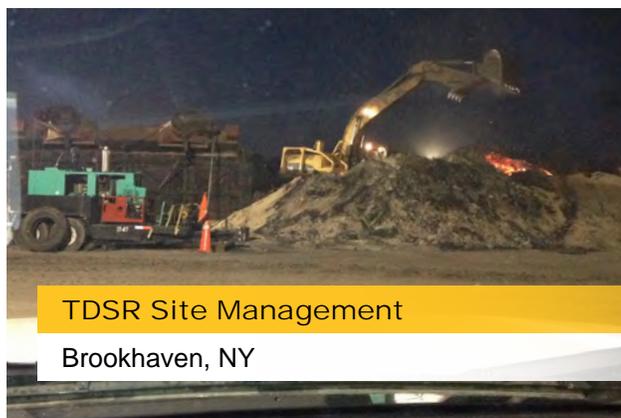
### Key Phillips & Jordan Personnel Assigned to Project:

Ken Graham

Rex Wilson

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The most recent disaster for which Phillips & Jordan provided recovery support involved Hurricane Sandy in October 2012 which affected 24 states with particularly severe damage in New Jersey and New York, and was the second-costliest hurricane in United States history (\$53B) – only surpassed by Hurricane Katrina (\$81B). The company was contracted by the Borough of Avalon, New Jersey and Suffolk County, New York (including the Town of Brookhaven) to collect storm debris, remove and reduce vegetative debris, and accomplish temporary repairs at several beach access points. Over 200,000 cubic yards of debris was collected from right-of-ways throughout various townships in Suffolk County, and a large debris reduction effort was conducted at a facility in Brookhaven utilizing 4 air-curtain incinerators and support equipment to reduce +500,000 cubic yards of debris transported to the facility from various agencies within Suffolk County.





# Town of Cutler Bay, Florida

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Tab 1: Proposer Qualifications

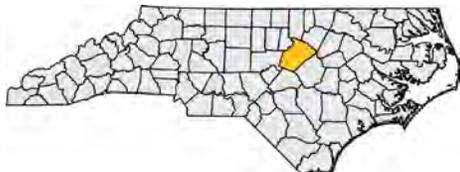
## Raleigh, North Carolina Tornado

**Start Date:**

April 2011

**Debris Volume:**

~325,000 cubic yards



**Completion Date:**

June 2011

**Dollar Amount Invoiced:**

\$2,091,613

**Phillips & Jordan's Role:**

Lead General Contractor

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**Key Phillips & Jordan Personnel Assigned to Project:**

David Haney

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On April 16th a tornado caused large-scale destruction throughout the Raleigh, North Carolina metropolitan area destroying or severely damaging hundreds of homes and leaving thousands without power. Through a pre-position contract, Phillips & Jordan supplied equipment and manpower to manage disaster recovery efforts and segregate, collect, haul, and reduce debris generated by the tornado. Within days of the event, Phillips & Jordan mobilized to Raleigh and began the collection and hauling of debris to a Debris Management Site (DMS). Within 30 days, more than 100,000 cubic yards of debris had been successfully removed from public property within the city, averaging more than 3 times the minimum daily amount specified in the contract. In addition, Phillips & Jordan set up grinding operations at the DMS to reduce the quantity of collected vegetative debris, and transported the processed material from the DMS to a final disposal site. By the end of the recovery mission, Phillips & Jordan had collected and processed ~325,000 cubic yards of debris from the city and surrounding county.



Debris Clean-Up Operation

Raleigh, NC



Debris Clean-Up Operation

Raleigh, NC



Town of Cutler Bay, Florida

RFP # 15-02: Emergency Debris Removal Services

Tab 1: Proposer Qualifications

State of Alabama Tornadoes



**Start Date:**

May 2011

**Debris Volume:**

~4,900,000 cubic yards

**Completion Date:**

September 2011

**Dollar Amount Invoiced:**

\$164,682,726

**Phillips & Jordan's Role:**

Lead General Contractor

**Key Phillips & Jordan Personnel Assigned to Project:**

Eric Hedrick

Rex Wilson

J.W. Culbreth

Ken Graham

Ritchie Trammell

Ryan Manning

Joseph Ledford

Gene Taylor

Dustin Haunhorst

On April 27th 2011 a series of tornados struck throughout the Southeastern United States killing over 300 people and scattering an enormous amount of debris throughout cities and the surrounding countryside. In Alabama, the destruction was so widespread that the U.S. Army Corps of Engineers (USACE) received a Direct Federal Assistance Mission from the Federal Emergency Management Agency (FEMA) to oversee the recovery efforts. As the Advance Contracting Initiative (ACI) Contractor to the USACE for the State of Alabama, Phillips & Jordan was mobilized to provide disaster debris management services which included safety management; quality control management; emergency debris clearance; search and rescue support; segregation, loading, hauling, and reduction (burning, grinding, etc.) of debris; recycling; DMS site selection, preparation, and management; and final debris disposal. Phillips & Jordan subsequently deployed resources to 24 counties in Alabama (one-third of the entire state) where crews accomplished debris removal and related activities. During the first 30 days of this recovery mission, Phillips & Jordan collected ~1,000,000 cubic yards of debris, utilized more than 500 crews, and checked in over 2,500 trucks. Over the following 3 months of the recovery effort Phillips & Jordan removed and disposed of an additional ~3,900,000 cubic yards of debris and managed 32 DMSs.



Debris Clean-Up Operation

Tuscaloosa, AL



Town of Cutler Bay, Florida

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Tab 1: Proposer Qualifications

Hurricane Irene

**Start Date:**

September 2011

**Debris Volume:**

~192,000 cubic yards



**Completion Date:**

December 2011

**Dollar Amount Invoiced:**

\$4,246,271

**Phillips & Jordan's Role:**

Lead General Contractor

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**Key Phillips & Jordan Personnel Assigned to Project:**

Edd Satterfield

Rex Wilson

Ken Graham

Joseph Ledford

Ritchie Trammell

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During August of 2011, Hurricane Irene made landfall near the Outer Banks of North Carolina but caused destruction and flooding from Florida up to New England. In response to damage that occurred in Virginia, the Southeastern Public Service Authority of Virginia (SPSA) activated a pre-position contract with Phillips & Jordan to assist with collection and removal of storm debris in five cities along the southeast coast of Virginia (Chesapeake, Franklin, Norfolk, Portsmouth, and Virginia Beach). Upon contract activation, Phillips & Jordan began the process of coordinating personnel and equipment for mobilization into each municipality.

A management team was assigned to each city, DMSs were selected, established, and managed, and the process of debris segregation, collection, hauling, and reduction was initiated. In Chesapeake 62,925 cubic yards of debris was hauled in less than 3 weeks. In Norfolk 33,726 cubic yards of vegetative debris was hauled of which 30,946 cubic yards was reduced and hauled to a recycling center. Due to severe tree damage that occurred in the Norfolk area, Phillips & Jordan also extracted 180 stumps, removed 484 hazardous limbs, and removed 40 dangerous leaning trees. The recovery mission in Norfolk was accomplished in a 5 week period.

In Virginia Beach Phillips & Jordan collected 58,500 cubic yards of storm generated debris, reduced 63,300 cubic yards of debris, and removed 19,500 hazardous limbs along with 169 dangerous leaning trees. The recovery mission in Virginia Beach was accomplished over a 3 month period. In Franklin 21,000 cubic yards of vegetative debris was removed from public right-of-ways over a 7 week period and in Portsmouth 16,300 cubic yards of debris was hauled and 12,200 cubic yards of debris reduced over a 2 week period.



# Town of Cutler Bay, Florida

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Tab 1: Proposer Qualifications

## Joplin, Missouri Tornado



**Start Date:**

May 2011

**Debris Volume:**

~1,170,000 cubic yards

**Completion Date:**

August 2011

**Dollar Amount Invoiced:**

\$36,120,816

**Phillips & Jordan's Role:**

Subcontractor

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**Key Phillips & Jordan Personnel Assigned to Project:**

Edd Satterfield

Dustin Haunhorst

Rex Wilson

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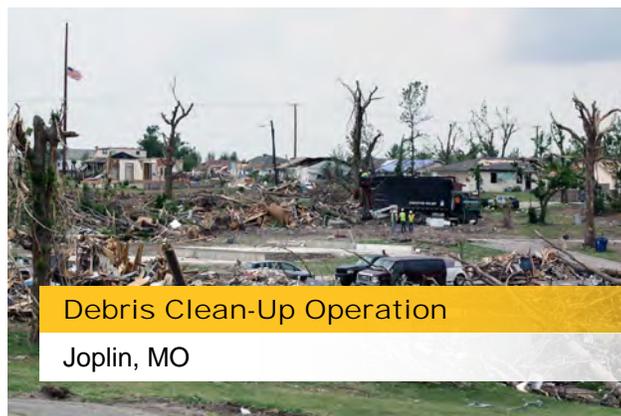
On May 22nd 2011 an EF-5 tornado struck Joplin, Missouri destroying more than 8,000 buildings and homes, knocking out power and phone services, overturning vehicles, splintering or uprooting trees, and killing more than 150 people. In response to the devastation that measured 6 miles long and more than 3/4 of a mile wide, the USACE activated a Rapid Response Contract for the region. Phillips & Jordan was retained as a subcontractor by Weston Solutions, the USACE's Rapid Response Contractor, and activated previously uncommitted resources to begin the clean-up and recovery mission. After establishing a command post within the City of Joplin, Phillips & Jordan began checking in trucks and collecting debris within 24 hours after receiving the Notice to Proceed (NTP).

Within 48 calendar days following issuance of the NTP, more than 1,170,000 cubic yards of debris was segregated and hauled from public streets and right-of-ways. Vegetative debris was transported to the DMS established for the project where it was offloaded and subsequently chipped. Over 182,000



Debris Clean-Up Operation

Joplin, MO



Debris Clean-Up Operation

Joplin, MO



## Town of Cutler Bay, Florida

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cubic yards of wood chips were beneficially reused as landfill cover, mulch, and site substrate. During the recovery mission, the Phillips & Jordan workforce performed debris removal activities, including Personal Property Debris Removal (PPDR) in conjunction with a Right-of-Entry program, and worked closely with representatives from the USACE, FEMA, the Missouri National Guard, and the City of Joplin. A significant effort was made by Phillips & Jordan to ensure that local participation in the recovery mission was maximized. This effort included retention of 461 haul units licensed in the State of Missouri that hauled 46.2% of the total debris, and direct hire of 116 local workers to support quality control activities.

The work activities in Joplin and Alabama (previous description), separated by over 500 miles, were performed simultaneously by Phillips & Jordan and demonstrates that our organization has the people, equipment, training, and capability to successfully and efficiently respond to disasters of any size, in any region, and for multiple events simultaneously.



Debris Clean-Up Operation

Joplin, MO



## Town of Cutler Bay, Florida

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### **C. State of Florida / FEMA Knowledge and Experience**

Phillips & Jordan has responded to hurricane events in Florida starting with Andrew in 1992 through hurricanes Katrina and Rita in 2005. With no significant events occurring in Florida since 2005, Phillips & Jordan has continued to execute pre-position debris removal contracts through Florida and currently holds contracts with 49 public sector clients. Phillips & Jordan's current management staff has worked for FDOT in Orange County and Orange County Public Works providing debris management services and FEMA Public Assistance (PA) Grant Administration during hurricanes Frances (DR-1545) and Jeanne (DR-1561) in 2004. Our staff have a broad knowledge and experience in both debris management and FEMA-Public Assistance, FHWA- Emergency Relief, and NRCS-Emergency Watershed Protection grant management programs.

In recent years, many FEMA policies and regulations have changed. Opportunities currently exist that can increase the sub-applicant FEMA PA grant funding, Sandy Recovery Improvements Act (SRIA), that Phillips & Jordan has participated in while responding to Federally Declared events in other states. We have structured our record keeping and invoicing procedures to allow our clients to take advantage of the additional funding without having to "break" invoices down by specific dates for submittal to FDEM and subsequent FEMA audits. Phillips & Jordan has also implemented operational and documentation changes that take into account changes in Federal Highway Administration (FHWA) Emergency Relief (ER) grant program through the Moving Ahead for Progress in the 21 Century Act, October 2012 (MAP-21). MAP-21 moved the grant administration for debris from FHWA to FEMA. We have experience with Memorandum of Understandings (MOA's) between State Highway Departments and local governments that is required by FEMA for reimbursement if a local government elects to remove debris from any FHWA eligible roadway. Phillips & Jordan has provided assistance in how local governments' can protect themselves from taking on State Highway Department's FEMA PA "25 percent local share" when executing the MOA.

As part of our deployment in April of 2011 to the deadly tornado outbreak in Alabama, Phillips & Jordan utilized an Automated Debris Management System (ADMS): STORM. This ADMS is only one of two systems currently approved by the USACE. Storm is the only ADMS system deployed on a large scale event to achieve an error rate of less than 0.01 %, which resulted in the State of Alabama getting full reimbursement for Category A Debris Removal Project Worksheets. Phillips & Jordan understands that you will have a monitoring firm participate in the documentation of the debris removal process and that their execution of that task will have an impact on the Town of Cutler Bay's reimbursement and subsequent payment to the debris removal contractor. Phillips & Jordan takes an active role in the documentation of our work in an effort to reduce our financial liability and that of our client.



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### D. Environmental Protection

Phillips & Jordan routinely implements its mature debris segregation program to address the management of solid and hazardous wastes generated during disaster events. This program is implemented under the requirements defined in a project-specific environmental work plan and best management practices that is developed for each disaster debris management mission. A copy of this document is provided in Appendix III to this proposal. The environmental work plan and best management practices generally address topics including spill prevention, control, and countermeasures; non-hazardous solid waste disposal; recycling and solid waste minimization; air pollution control; contaminant management; and temporary sediment control.

The objective of Phillips & Jordan's debris separation program is to minimize the amount of debris requiring disposal in a lined, sanitary landfill, thus maximizing the amount of debris that can be disposed of at significantly lower tipping fees. This is accomplished by implementing a comprehensive curbside debris separation program, similar to that developed by Phillips & Jordan in concert with the Occupational Safety and Health Administration, U.S. Environmental Protection Agency, USACE and State agencies for the Hurricane Katrina response in New Orleans, and the 2011 tornado responses in Alabama and Joplin, Missouri. Curbside debris generally falls into the following major categories:

- Vegetative debris
- Household hazardous waste (HHW)
- White Goods
- Small motorized (gas powered) equipment(SME)
- Municipal solid waste (MSW)
- Electronic wastes (E-Waste)
- Asbestos Containing Material (ACM)
- Construction and Demolition (C&D) debris
- Automotive tires
- Automobiles and vessels damaged beyond repair
- Recyclables
- Silt, sand, and mud

The Waste Separation Process flow chart on the following page illustrates the typical debris segregation, separation, and disposal process. Considerations for management of the waste streams are discussed following the flow chart.

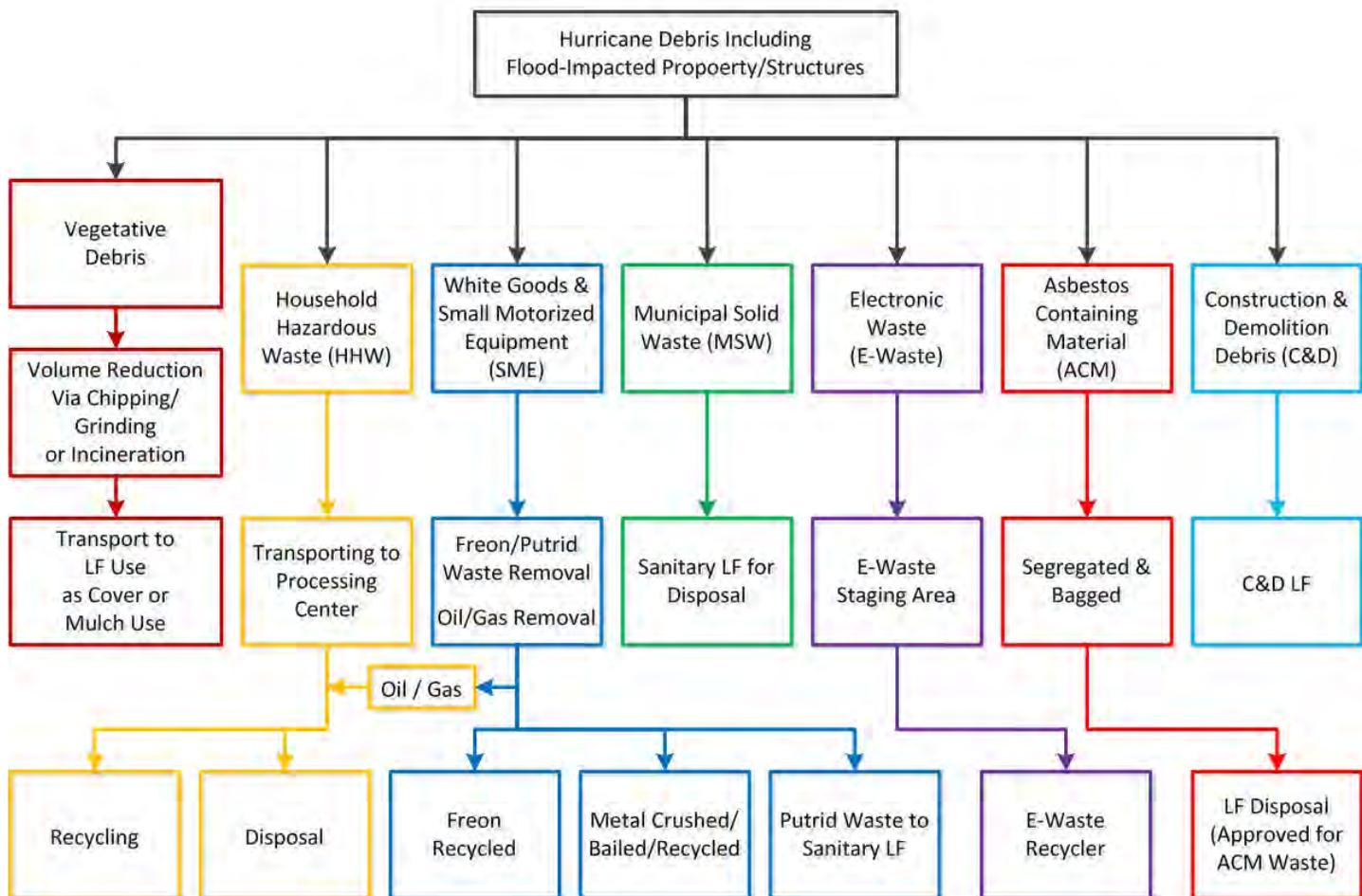


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Waste Segregation Process Flow



**Vegetative Debris / C&D:** Vegetative debris (stumps, logs, limbs, brush, leaves, etc.) may comprise the bulk of the debris stream from a hurricane if that hurricane is a Category III or less. These storms typically have minimal damage to structures and typically generate predominantly vegetative debris. In contrast, Category IV or V hurricanes, or storms with significant flooding as was the case for Hurricane Katrina, may result in significant damage to structures and will increase the percentage of C&D that will be commingled with the debris. C&D includes waste building materials, packaging, and rubble resulting from demolition operations on houses, commercial buildings, and other structures. Such wastes include, but are not limited to, masonry materials, sheet rock, roofing waste, non-asbestos insulation, scrap metal, wood products, uncontaminated concrete, soil, brick, asphalt paving waste, and ash resulting from the combustion of untreated wood products. During the Hurricane Katrina response, Phillips & Jordan collected and processed over 13,000,000 cubic yards of vegetative and C&D debris.



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**HHW:** Examples of HHW include, but are not limited to, cleaning products (oven cleaners, drain cleaners, wood metal cleaners and polishes, toilet cleaners, tub/tile/shower cleaners, laundry bleach); automotive products (motor oil, fuel additives, injection cleaners, a/c refrigerants, starter fluids, auto batteries, transmission/brake fluids, antifreeze); lawn and garden products (herbicides, insecticides, fungicides, wood preservatives); flammable products (propane tanks and other compressed gas cylinders, kerosene, residential heating oil, diesel, gas, oil, lighter fluids); indoor usage pesticides (ant/cockroach/flea/rodent sprays and baits); workshop/painting supplies (adhesives, glues, furniture strippers, oil/enamel based paints, stains and finishes, paint thinners and turpentine, paint removers, photographic and hobby chemicals), mercury switches, and pool chemicals.

HHW items are removed from the debris piles, collected curbside, and then transported to a central HHW management site for processing and disposal. This type of waste is secured in plastic bins to contain spillage, and is transported utilizing either pickup trucks or specialty trailers. In general, HHW is either recycled or disposed at a permitted hazardous waste disposal facility. During the Hurricane Katrina response, Phillips & Jordan collected and processed over 1,450,000 HHW items.

**White Goods:** Refrigerators, freezers, stoves, air conditioning units and other large appliances are removed from the curbside and taken in dedicated trucks to a central location for processing. Once there, the putrescible wastes are removed and the refrigerant removed and recycled. These items may be crushed on site, baled, and removed to an offsite recycler when feasible. The amount of space required for processing white goods and waste material generated from their processing can be significant, as demonstrated by Phillips & Jordan's management of a White Goods processing center for the Hurricane Katrina response at which over 750,000 units were processed for disposal.

**SME:** Gasoline powered lawn equipment (lawn mowers, weed trimmers, chainsaws, etc.) that contain fuel, oil, and other hazardous substances are removed from the curbside and taken in dedicated trucks to a central location for processing. Once there, they are cleaned out and the fuel and oil removed and recycled or disposed of properly. During the Hurricane Katrina response, Phillips & Jordan processed over 51,000 SME items.

**MSW:** This waste type includes predominantly household waste (domestic waste) but can include commercial wastes collected by a municipality within a given area. In most disasters MSW is not considered eligible for reimbursement.

**E-Waste:** This waste type includes, but is not limited to, television sets, computers, monitors, and other electronics that contain circuit boards or vacuum tubes that contain concentrated heavy metals such as lead, cadmium, chromium, and mercury. E-wastes are segregated from curbside debris piles, and taken to a designated location using pickup trucks and trailers where they are sorted by type, placed on pallets, and shrink wrapped. The pallets may then be loaded onto



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trucks and taken to a recycler when feasible. During the Hurricane Katrina response, Phillips & Jordan processed over 780,000 E-Waste items.

**ACM:** This waste type is visually identified in curbside piles (i.e., obvious ACM such as transite shingles and vinyl floor tiles). Obvious ACM is removed from these areas by trained crews, wetted, and sealed in polyethylene bags. Sealed bags are placed in a box truck and delivered to the appropriate landfill. Large quantities of curbside ACM are generally loaded using wet methods with heavy equipment (i.e. similar to Regulated Asbestos-Containing Material demolition) and sealed in plastic sheeting within haul trucks. Segregation of ACM from curbside debris is a Best Management Practice to protect workers during both load and haul and landfilling operations, and is normally exempt from regulations such as the National Emissions Standards for Hazardous Air Pollutants (NESHAPs). During the Hurricane Katrina response, Phillips & Jordan collected and processed over 42,000 cubic yards ACM.

**Animal Carcasses:** Depending on the magnitude, HazMat teams may be used to collect the carcasses. Collection, transportation, and disposal will be accomplished in accordance with local, State, and Federal laws, standards, and regulations. Dependent upon the specific cause of death of the animal and as directed by the Town of Cutler Bay, Phillips & Jordan will utilize air curtain refractory incinerators ("burn boxes") for animal carcass reduction and landfill disposal of the rendered burn product or disposal of the carcass directly by transporting it to the nearest landfill approved to accept the specific animal carcass to be disposed.

As demonstrated below Phillips & Jordan has documented experience working with Federal and State Agencies in addressing both contagion/pathogenic and hazard event animal waste streams in an efficient, environmentally responsible and cost effective manner.

A biological outbreak of low-pathogenicity H7N2 avian influenza virus (AIV) affected 197 farms in the Shenandoah Valley of Virginia in 2002 that required the destruction of over 4,700,000 chickens and turkeys. Phillips & Jordan worked with the U.S. Department of Agriculture's Animal and Plant Health Inspection Service (APHIS) to dispose of ~19,000 tons of the dead birds using air curtain incineration. The project was completed over a 29 day time period during which burn operations were conducted on a 24/7 schedule.

Also, following the devastation caused by Hurricane Floyd in 1999, Phillips & Jordan was contracted by the North Carolina Department of Public Safety, Division of Emergency Management, to collect, incinerate, and dispose of carcasses of livestock that perished during the storm. Activities performed for this project included transport of the carcasses to a central processing site; preparation of the central processing site including construction of equipment decontamination areas, carcass storage areas, burn pits, and erosion/storm water runoff controls; establishment of a biohazard exclusion zone; and management and disposal of carcass ash generated from incineration operations.



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### **E. Emergency Debris Management**

#### E.1 Accounting and Documentation Management

##### E.1.1 Timely and Accurate Billing

Phillips & Jordan has developed a system of project controls specific to disaster debris management projects that will be utilized for execution of the the Town of Cutler Bay contract. The purpose of these controls is to accumulate FEMA-compliant documentation necessary to substantiate the locations, types, and quantities of debris collected during execution of the project. The documentation generated from the project controls system is designed to be multi-purpose and applicable to both Time and Material (T&M) and unit price type contracts, and provides the foundation for customer invoicing, subcontractor payment, and assisting our customer with recovery of reimbursable costs from appropriate federal agencies.

##### E.1.2 Customer Invoicing and Subcontractor Payment

The customer invoicing and subcontractor payment processes implemented by Phillips & Jordan begins with the initial capture of data from the field. Phillips & Jordan employs several technologies for data capture including customized scale software, radio frequency identification (RFID) tags for hauling units, and Automated Debris Management System hardware and software. A customized database and reporting system will be used when data entry is required for manually written debris load tickets. Regardless of the capture method, all FEMA and contractually required data is input, manually or automatically, into a database for processing and review along with images of the supporting documentation.

After data is reviewed and reconciled, Phillips & Jordan provides daily reports to the customer and weekly progress payment reports to subcontractors. The subcontractor reports contain captured quantities and associated earnings along with other transactional detail. Next, the subcontractor reviews the transactional detail and associated calculated payment amount for verification or adjustment. Adjustments are made, if any, and funds are transferred to subcontractors by Phillips & Jordan on a weekly basis per subcontract terms. The subcontractor review of weekly progress payments provides an independent assessment of the data captured in Phillips & Jordan project controls system and thus ensures maximum accuracy of the data used to generate customer invoices. Phillips & Jordan's strong banking relationships and access to capital enables the company to pay subcontractors on a weekly basis even in situations where Phillips & Jordan has not been paid by its customer.

For each billing cycle, Phillips & Jordan prepares and submits an invoice to the customer. The invoice submittal is inclusive of transactional detail reports, summary reports, and images of all supporting documentation. Once all subcontractor payment and customer invoicing cycles are complete, Phillips & Jordan in coordination with the customer administrative personnel complete



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a reconciliation of all project data, audits (if any), and project closeout. If required, Phillips & Jordan will provide customized reports to the customer for various FEMA cost share and allocation methods, as well as any support needed for completion of FEMA Project Worksheets.

Phillips & Jordan has prepared, submitted, and received payments in excess of \$100,000,000 over the past 10 years under more than 50 individual municipal FEMA-reimbursed disaster debris management contracts. Phillips & Jordan's extensive FEMA experience, thorough understanding of FEMA guidelines and procedures, and reporting and payment processes allow for successful reimbursement to our customers. The multiple layers of reconciliation and review inherent to Phillips & Jordan's sophisticated processes result in efficient and successful completion of audits and administrative project closeout.

### E.1.3 Resource Controls

All personnel and equipment assigned to the project undergo a rigid check-in process upon arrival at the jobsite. An employee orientation is conducted for all personnel, including subcontractors, assigned to the project. Each employee is issued a unique identification number, and on projects where a higher level of security is needed, is issued a photo identification card. All equipment used for the project is inspected and photographed prior to use on the project. Trucks used for hauling debris are measured and assigned a cubic yard capacity. A unique identification number is assigned and affixed to each unit. Ownership of the equipment is also identified and documented.

### **E.1.4 Material Tracking and Quantification**

A four-part pre-numbered color coded load ticket is generated at the load origination point in the field. The ticket captures the following information:

- Date and time
- Location
- Truck number
- Type of material

The load ticket is presented at the entrance to the disposal facility where the load capacity and contents are verified. A digital image of the truck contents may be taken (cross-referenced to the load ticket) if required by the Town of Cutler Bay or participating federal/state agency. Our custom designed software application can readily link the images to the load tickets. Using digital still images is more cost effective than a video record of each load, and the images are easier to track, archive, and retrieve. Load ticket data is consolidated at the end of each work day and can be used to generate the following reports:



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- Total cubic yards by disposal site and debris type
- Truck cycle report
- Load report by crew
- Load report by location
- Active trucks and crew assignment

Each of the above reports, including load images, can be distributed electronically to the Town of Cutler Bay. All source documents, as well as custom reports and queries, can be provided on an as-needed basis.

### E.1.5 Inspection and Approval

All personnel complete a three-part daily time card that is used to capture the following information:

- Employee name, identification number, and classification
- Equipment identification number (if applicable)
- Date and hours worked (shift start and stop)
- Down time
- Work location
- Employee signature and injury waiver
- Supervisor signature and identification number
- Inspector signature and identification number

All time cards are submitted at the end of each work shift. Time cards for employees providing services on a T&M basis are reviewed by a supervisor and inspector at the time of submission to verify that the time card information and employee identification number are correct.

### E.1.6 Data Processing and Invoicing

All time cards are routed to a central data processing point. Each time card is keyed and scanned. Only valid active employee, equipment, supervisor, and inspector identification numbers are accepted. All rejected time cards are set aside and researched the following day. Invoices are prepared daily (or on the schedule dictated by the contract) and can be electronically generated if required by the Town of Cutler Bay. Source documentation for unit price basis invoices is the associated load tickets while the source documentation for T&M basis invoices is the associated daily time cards.

### E.1.7 Phillips & Jordan Code of Ethical Conduct

Phillips & Jordan has established a formal policy to maintain the highest ethical standards for its employees, and to ensure compliance with all applicable laws, rules, and regulations. In order



## Town of Cutler Bay, Florida

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to ensure that Phillips & Jordan operates pursuant to this policy, the company has established a Code of Ethical Conduct which incorporates the following general implementation rules:

- All employees must comply with the Code and any officer, director, or employee violating the Code will be subject to discipline which may include demotion or dismissal.
- All employees have a duty to report to the Corporate Compliance Officer all suspected violations of the Code or other potentially unethical behavior by anyone including officers, directors, employees, agents, customers, prime contractors, subcontractors, and suppliers.
- Employees in management positions are personally accountable for their own conduct and for the conduct of those that report to them. Management employees are expected to inform their direct reports about the Code, and to take all necessary steps to ensure compliance with the Code.
- No employee has the authority to direct, participate in, approve, or tolerate any violation of the Code.

### E.2 FEMA Reimbursement Documentation and Assistance

Phillips & Jordan offers in-depth knowledge related to the implementation of requirements codified in the FEMA *“Public Assistance Debris Management Guide”* (FEMA-325) and Code of Federal Regulations (CFR) Title 44 *“Emergency Management and Assistance”* Part 13 *“Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”*, as well as the development of Memorandums of Understanding with and between local, county, state, and federal stakeholders.

Phillips & Jordan has previously assisted several customers with resolution of potential obstacles and FEMA Project Worksheet challenges associated with reimbursement. For example, as part of our disaster response to the 2011 tornadoes that impacted 24 counties in the State of Alabama, Phillips & Jordan collaborated with the State Emergency Manager of Alabama (Mr. Michael Johnson) to calculate and report cost share allocations for more than 100 individual townships requiring varying degrees of FEMA reimbursement. As part of our disaster response to Hurricanes Gustav & Ike in 2008, Phillips & Jordan provided assistance to West Feliciana Parish in Louisiana to resolve reimbursement issues resulting from inadequate documentation provided by a third-party monitoring service.

This type of FEMA reimbursement support has been provided by Phillips & Jordan for other municipal customers impacted by natural disasters, and Phillips & Jordan as a matter of practice offers its FEMA reimbursement experience and knowledge to assist impacted jurisdictions with resolution of reimbursement challenges that arise during disaster response projects.

Phillips & Jordan maintains a dedicated staff of accounting and financial management professionals that are responsible for maintaining documentation associated with a disaster



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debris management mission, and for providing assistance with the subsequent reporting and reimbursement process. This aspect of the comprehensive support provided by Phillips & Jordan separates us from other disaster contractors in that we provide a turnkey solution to a disaster rather than just cleanup of the debris.

Phillips & Jordan offers comprehensive knowledge of local, state, and federal government disaster mitigation, preparedness, response and recovery programs, as well as local government disaster operations issues. Our accounting and financial management team has in-depth knowledge of the Public Assistance Program and its related policies, procedures, rules, and regulations. All debris-related documentation generated by Phillips & Jordan is designed to meet current FEMA Public Assistance guidelines and includes the following:

- Certificates of Load Carrying Capacity
- Load Tickets
- Daily Reports
- Employee Check-in Forms
- Equipment Check-in Forms
- Employee Time Cards

Phillips & Jordan's invoicing procedures are designed to incorporate the above referenced documentation as applicable to contract-required criteria (i.e., hourly, cubic yards, or tons). Phillips & Jordan has developed a proprietary database designed to provide efficient and accurate customer invoicing which is provided in both summary and detailed transaction formats. All source documents are electronically scanned and linked to individual transactions. Accordingly, invoices can be delivered in electronic format via CD-ROM, email, or a secure website.

Phillips & Jordan utilizes robust internal control procedures for invoicing that have been developed from execution of numerous disaster debris management contracts, and we incorporate audit privileges for a period of three years after project completion into all subcontracts executed by Phillips & Jordan.

Phillips & Jordan can provide the Town of Cutler Bay with assistance in obtaining reimbursement of eligible debris costs by:

- Providing guidance in the development of a debris management plan and debris volume estimates utilizing the Corps of Engineers Debris Estimating Model
- Preparing an Initial Damage Assessment report
- Performing a Preliminary Damage Assessment (confirmation of damages is conducted by FEMA and the State of Florida)
- Attending the kickoff meeting with the FEMA Public Assistance Coordinator assigned to the affected jurisdiction
- Attending subsequent meetings between local government representatives and FEMA/ State Public Assistance officials



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- Providing copies of contracts, load tickets, time cards, field inspection reports, and daily operational summary reports
- Providing written and oral status reports as requested by Town of Cutler Bay representatives
- Working closely with Town of Cutler Bay representatives to ensure that debris collection and supporting data meet requirements for reimbursement eligibility

Phillips & Jordan's final FEMA reimbursement rate for disaster debris management missions conducted during 2013 and 2012 are as follows:

Event	Applicant	Final Contract Amount	Final Reimbursement Amount
<b>2013</b>			
Colorado Flooding	Colorado Department of Transportation	\$3,559,492	\$3,559,492
<b>2012</b>			
Hurricane Sandy	Brookhaven, NY	\$5,373,892	\$5,373,892
	Suffolk County, NY	\$4,397,654	\$4,397,654
	Avalon, NJ	\$394,024	\$394,024
Hurricane Isaac	Westwego, LA	\$44,119	\$44,119
	Terrebonne Parish, LA	\$510,124	\$510,124
Tornado	Chesapeake, VA	\$132,626	\$132,626
Tornado	Cherokee, NC	\$28,172	\$28,172
Tornado	West Liberty, KY	\$1,489,194	\$1,489,194
Tornado	Morgan County, KY	\$297,414	\$297,414

Over the past 8 years, Phillips & Jordan has been contracted by 59 individual FEMA applicants to perform disaster debris management services. During this timeframe, Phillips & Jordan was awarded contracts by these applicants with a total value of \$87,003,868, and the final reimbursement amounts received by the applicants totaled \$85,863,836 (98.7% reimbursement rate). The primary factor responsible for non-reimbursement to an applicant involved inadequate documentation provided by third-party monitoring firms.

### E.3 Local Participation

During the early stages of the disaster response, Phillips & Jordan will identify qualified local subcontractors to support debris management operations in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). Phillips & Jordan plans to subcontract a portion or all of the following items, as well as other support functions, in relation to execution of the Town of Cutler Bay Disaster Recovery and Debris Removal contract:



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- Collection and transportation of debris
- General labor for miscellaneous work
- Reduction and disposal of vegetative debris
- Sorting, decommissioning, packaging, and transportation of White Goods
- Sorting, packaging, and transportation of electronic waste
- Performing traffic control
- Other functions as necessitated by the size of the disaster event

Phillips & Jordan's database of pre-registered subcontractors currently includes registration information for numerous potential subcontractors that are located in the vicinity of the Town of Cutler Bay. Upon activation of the contract, Phillips & Jordan will contact local subcontractors to evaluate their capabilities and availability to support debris management operations in accordance with the Stafford Act. Particular emphasis will be placed on identifying qualified local small and disadvantaged subcontractors.

Phillips & Jordan will, when feasible, limit competition to only local subcontractors again with an emphasis on small and disadvantaged business concerns. Additionally, in order to ensure the "flow down" of this philosophy, Phillips & Jordan will obtain commitments from its large business subcontractors to identify discreet tasks or portions of acquisitions that could be set-aside for local small and disadvantaged business concerns.

Phillips & Jordan is committed to helping local communities recover economically from a disaster event. The Phillips & Jordan participation model has proven to be very effective in keeping the maximum amount of recovery dollars within the local community. Phillips & Jordan will work with local contractors, businesses, and labor pools to maximize local participation. Phillips & Jordan's unique ability to blend experienced disaster subcontractors with local contractors who may not have disaster recovery experience has proven to be a highly successful model. During the 2011 disaster response to the tornados that impacted numerous areas throughout the State of Alabama, and Joplin, Missouri, over 80% of Phillips & Jordan's first tier subcontractors were local contractors. Phillips & Jordan has the management capability, experience, and financial capacity to bring the local community together as a team and provide a successful path to recovery.

Phillips & Jordan will also recruit and hire local residents to assist in a variety of capacities and essential functions within the mission structure. The purpose of this is fourfold: local residents know the area best, they have a vested interest in a recovery mission, it puts people to work that might otherwise be jobless in the immediate aftermath of a disaster event, and it lets local people see firsthand the importance that their local officials place on the recovery of the community. Depending upon the size and scope of the disaster event, local personnel may be trained and utilized for essential functions including:



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- Zone Monitoring
- Quality Control Monitoring
- Traffic Control
- Clerical and Administrative Support
- Logistical Assistance

The use of local personnel in these roles by Phillips & Jordan is a benefit to all of the involved parties. Depending on the duration of the recovery efforts, and to facilitate the performance of the necessary clerical and administrative functions, Phillips & Jordan may rent local office space as close to the impacted area as possible to promote more effective coordination with local officials and other government entities. Meeting all permitting and business licensing requirements for a local office (and for the project) heightens the awareness of Phillips & Jordan as a community member and contributes to the local tax base.

### E.4 Team and Customer Communication

During execution of the disaster debris management mission, communication with Phillips & Jordan team members, and Town of Cutler Bay emergency management staff, will be accomplished using the Emergency Communications Documentation Schedule presented in the following table. This schedule will be augmented with a written Debris Management Operations Emergency Communication Plan that will be prepared by Phillips & Jordan at the beginning of the disaster debris management mission.

Type of Information	Prepared By/ Chaired By	Distribution List/ Participants	Purpose of Communication	Frequency	Document Type and Transmittal Method
Debris Management Operations: Phase I and II <b>Anticipated Project Scope and Plan</b>	Public Works Director	Project Team	To articulate potential impact of event on infrastructure, review DAT roles/responsibilities, potential risk, contractor notification and deliverables, schedule, staffing, communication, and documentation.	Pre-Event, Day-3, Day-2, Day-1	Pre-event action list/Email
Debris Management Operations: Phase I Project Schedule	Public Works Director Debris Manager	Debris Manager, other Project Team members	Document and monitor key tasks, milestones and assigned resources	As Needed	Email
Debris Management Operations: Phase I <b>FEMA/LDEQ Kick Off Meeting</b>	Debris Manager	Public Works Director and Assistant Directors, Division Administrators, Debris Manager, Debris Manager Authorized Rep. Project Team,	The FEMA kick-off meeting is used to notify applicants of available grant programs (PA) clarify requirements for documentation,	Once, typically 1 to 2 weeks post event, prior to PDA with LDEQ and FEMA	Meeting, Email
Debris Management Operations: Phase II Change Requests	Debris Manager	Public Works Director and Assistant Directors Project Manager, Debris Operations Staff	Communicate, receive approval and document status of all change requests.	As Needed	Email, Meeting
Debris Management Operations: Phase II Project Meeting	Debris Manager	Public Works Director and Assistant Directors ,Debris Operations Staff	Communicate Risk, issues, resource concerns, schedule, deliverables, milestones, etc.	Monthly	Meeting, Email

Type of Information	Prepared By/ Chaired By	Distribution List/ Participants	Purpose of Communication	Frequency	Document Type and Transmittal Method
Debris Management Operations: Phase II Operations Meeting and Project Status Reporting	Debris Management Contractors /Debris Manager or Debris Manager Authorized Rep.	Public Works Director and Assistant Directors, Debris Operations Staff /Debris Manager and or Debris Manager Authorized Rep.and Debris Management Contractors	Report project status, including significant accomplishments, issues, costs, project progress, milestones, status, risks and issues, etc.	Daily, Distributed prior to the scheduled 10 am meeting	Meeting, Email
Debris Management Operations: Phase II Change Requests	Debris Management Contractors /Debris Manager or Debris Manager Authorized Rep.	Public Works Director and Assistant Directors, Debris Operations Staff /Debris Manager and or Debris Manager Authorized Rep.and Debris Management Contractors	Communicate, receive approval and document status of all change requests.	As Needed	Email, Meeting

Type of Information	Prepared By/ Chaired By	Distribution List/ Participants	Purpose of Communication	Frequency	Document Type and Transmittal Method
Debris Management Operations: Phase II Daily Afternoon Contractor status Meeting	Debris Management Contractors /Debris Manager or Debris Manager Authorized Rep.	Debris Manager and or Debris Manager Authorized Rep.and Debris Management Contractors	Report project progress, milestones, status, risks and issues, etc.	Daily for the first 10 days of project or as needed and requested	Email, Meeting



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### E.5 Team Work Assignment Protocols

Prior to beginning work, all project personnel and equipment will be processed at a resource staging area. A separate equipment marshaling area will be organized in a manner that allows ample storage space for the equipment coming in, the equipment that has passed inspection, and the equipment returning from the field each day. The check-in process will entail the following:

- Subcontractors
  - Work documentation
  - Subcontract overview
  - Health & Safety Orientation
  - Payment process and pay cycles
  - Payment disputes
  - Contact numbers
  - Ethics training and Anti-Kickback Policy
- Hauling Units
  - Vehicle inspection
  - Commercial Driver's License Verification
  - Load Carrying Capacity Certification
  - Placard
- All Other Equipment
  - Equipment inspection
  - Placard

After each team member has completed its mobilization to the project site, the Phillips & Jordan Operations Manager will assign the team member to a specific operational area. Once assigned, the team member will only work in the assigned operational area until released by the Operations Manager. At the inception of the project, Daily Planning Meetings will be conducted by the Operations Manager. The purpose of these daily meeting will be to guide and coordinate the debris removal efforts, and to identify and resolve operational problems.

### E.6 Crew and Subcontractor Supervision

Upon activation of the contract, Phillips & Jordan will activate subcontractors needed to support debris management operations, including qualified local subcontractors in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Phillips & Jordan will then issue a subcontract to each subcontractor with the appropriate flow down clauses, terms and conditions, and requirements. Phillips & Jordan will require each subcontractor to provide a single point of contact (POC) for their subcontract to ensure accountability and clear channels for communication between the companies. Subcontractor employees assigned to support activities will be directly accountable to the Phillips & Jordan Operations Manager for their overall job performance.



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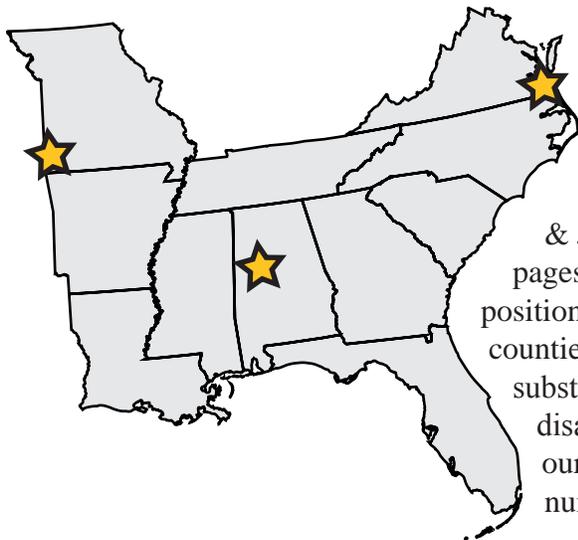
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The Operations Manager will serve as an interface between Town of Cutler Bay representatives and subcontractor employees in matters related to task assignments, job performance issues, and any other concerns or issues that may arise. The Operations Manager will work closely with each subcontractor POC to ensure that all necessary support and resources are provided to the Town of Cutler Bay, that all identified issues are resolved, and to conduct performance reviews as needed. Daily monitoring of crew and subcontractor activities will be conducted by Phillips & Jordan Sector Managers who will be responsible for assessing performance and identifying issues that require corrective measures. Each Sector Manager will report observed crew and subcontractor performance to the Operations Manager on a daily basis.

### F. List of Proposed Subcontractors

Name	Address	Phone	Type of Work	Classification/ License Number
Rio-Bak Corporation	12773 W. Forrest Hill Blvd., #210 Wellington, FL 33414	561-791-9721	Hauling, Tree Removal	General Contractor/ CGC1520268
BKW, Inc.	5607 Duval Street Pensacola, FL 32503	850-698-9283	Hauling, Tree Removal	General Contractor/ CGC1508136
EE&G Disaster Response, LLC	5751 Miami Lakes Drive Miami Lakes, FL 33014	305-374-8300	HazMat, Hauling	Environmental/None



### G. Pre-Event Contracts

A listing of all active pre-position debris removal/hauling contracts currently maintained by Phillips & Jordan is provided in the table on the following pages. Phillips & Jordan currently maintains +120 pre-position contracts of which 49 are for municipalities or counties within the State of Florida. Phillips & Jordan's substantial in-house workforce of highly qualified disaster debris management and field personnel, and our pool of key and pre-registered subcontractors – a number of which are based in Florida, provides us with the capability to execute multiple simultaneous disaster debris management missions in diverse geographic locations.

During 2011, Phillips & Jordan simultaneously responded to tornado disasters in the State of Alabama and Joplin, Missouri, and then immediately re-deployed manpower and equipment to the State of Virginia in response to Hurricane Irene. The total volume of disaster debris managed by Phillips & Jordan for these 3 events exceeded 6,000,000 cubic yards.

For example, in 2005 Phillips & Jordan used uncommitted manpower and equipment to address storm damage caused by the landfall of Hurricane



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Wilma in Palm Beach County, Florida while simultaneously conducting full-scale recovery operations throughout the Gulf Coast region (Louisiana, Mississippi, and Alabama) associated with Hurricanes Katrina and Rita. Phillips & Jordan also conducted simultaneous full-scale recovery operations in both the State of Alabama and Joplin, Missouri in response to tornadoes that occurred in 2011.

Several weeks after completion of operations in the State of Alabama, Phillips & Jordan's pre-position response contract with the Southeastern Public Service Authority of Virginia was activated to perform simultaneous debris management in 5 cities (Chesapeake, Franklin, Norfolk, Portsmouth, and Virginia Beach) in response to damage caused by Hurricane Irene.

These examples clearly demonstrate that Phillips & Jordan has the necessary personnel and equipment to successfully and efficiently respond to simultaneous disaster events or a single event impacting multiple municipalities, including a future disaster that may impact the Town of Cutler Bay.

Account Name	State	Contract Duration	Contract Expiration
Athens-Clarke County	GA	3 Years	12/2/2017
Bay County	FL	2 Years	12/31/2016
Beaufort-Jasper Water and Sewer Authority	SC	2 Years	6/30/2015
Berkeley Hall Club, Inc.	SC	5 Years	10/19/2016
Borough of Avalon	NJ	2 Years	10/31/2016
Brazoria County	TX	2 Years	6/9/2015
Camden County	NC		
Chambers County	TX	4 Years	1/1/2016
City of Alexandria	LA	3 Years	10/3/2015
City of Atlantis	FL	9 Years	8/20/2016
City of Atmore	AL	3 Years	5/15/2017
City of Austin	TX	2 Years	12/31/2016
City of Belle Glade	FL	3 Years	8/20/2016
City of Boiling Spring Lakes	NC	2 Years	8/6/2015
City of Boynton Beach	FL	3 Years	8/20/2016
City of Burlington	NC	2 Years	2/10/2016
City of Charlotte	NC	2 Years	3/31/2016
City of Conway	SC	4 Years	3/1/2017
City of Cooper City	FL	5 Years	8/1/2016
City of Coral Springs	FL	5 Years	3/30/2016
City of Deerfield Beach	FL	2 Years	6/30/2015



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Account Name	State	Contract Duration	Contract Expiration
City of Delray Beach	FL	3 Years	11/30/2015
City of Deltona	FL	1 Year	5/13/2015
City of Groves	TX	4 Years	6/30/2016
City of Lake Charles	LA	3 Years	5/31/2016
City of Lakeland	FL	1 Year	3/31/2015
City of LaPorte	TX	1 Year	12/15/2015
City of Miami Beach	FL	3 Years	9/11/2017
City of Morrisville	NC	4 Years	8/15/2015
City of Nederland	TX	4 Years	6/30/2016
City of North Myrtle Beach	SC	5 Years	3/1/2017
City of Ormond Beach	FL	3 Years	3/30/2015
City of Palm Beach Gardens	FL	5 Years	9/8/2016
City of Pinellas Park	FL	5 Years	6/24/2018
City of Port Neches	TX	4 Years	6/30/2016
City of Port Orange	FL	1 Year	10/5/2015
City of Rock Hill	SC	4 Years	4/25/2016
City of Rockledge	FL	2 Years	7/31/2015
City of Southport	NC	3 Years	9/11/2016
City of Tybee Island	GA	10 Years	10/27/2019
City of West Palm Beach	FL	4 Years	8/25/2015
City of Williston	FL	5 Years	7/27/2015
Coral Springs Improvement District	FL	1 Year	10/14/2015
Craven County	NC	4 Years	9/3/2015
Deweese Island POA	SC	10 Years	8/12/2018
Escambia County	FL	5 Years	7/7/2015
Fairfax County	VA	5 Years	12/31/2015
Florence County	SC	5 Years	10/31/2015
Fluor Enterprises, Inc.	SC		
Frederick County	MD	2 Years	8/23/2015
Greenville County	SC	2 Years	6/30/2015
Harbor Island Owners Association	SC	5 Years	3/4/2017
Highlands County	FL		
Hillsborough County	FL	1 Year	3/31/2015
Horry County SWA	SC	5 Years	3/1/2017
Houston Galveston Area Council	TX	3 Years	12/31/2016



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Account Name	State	Contract Duration	Contract Expiration
Johnston County	NC	3 Years	6/30/2015
Kiawah Island	SC	2 Years	9/30/2015
Kiawah Island Community Association	SC	3 Years	5/31/2017
Kiawah River Estates POA	SC	5 Years	7/31/2016
Knox County	TN	1 Year	10/31/2015
LADOT District 07	LA	1 Year	4/30/2015
LADOT District 08	LA	1 Year	4/30/2015
LADOT District 62	LA	1 Year	4/30/2015
LaFourche Parish	LA	2 Years	7/9/2015
LaFourche Parish School Board	LA	2 Years	6/24/2015
Los Angeles County (Contract 003218)	CA	2 Years	1/15/2016
Los Angeles County (Contract 003145)	CA	3 Years	9/12/2015
Manatee County	FL	1 Year	5/14/2015
Manatee County School District	FL	2 Years	10/25/2015
Montgomery County	MD	2 Years	4/25/2015
Newport News (Clearance and Removal)	VA	3 Years	10/2/2015
Newport News (Stormwater, Structures, Easements)	VA	3 Years	8/14/2015
Orange County	NC	5 Years	6/30/2018
Osceola County School District	FL	2 Years	5/20/2016
Palm Beach County School Board	FL	4 Years	5/19/2015
Palm Beach County SWA	FL	3 Years	8/20/2016
Pasco County	FL	4 Years	9/6/2015
Pasquotank County	NC	3 Years	12/29/2017
Plaquemines Parish	LA	2 Years	7/31/2015
Pointe Coupee Parish Police Jury	LA	5 Years	9/18/2016
Rhode Island (State of)	RI	3 Years	7/19/2015
San Diego County	CA	2 Years	6/23/2015
Seabrook Island POA	SC	5 Years	9/10/2016
Seabrook of Hilton Head	SC	5 Years	6/30/2018
South Carolina DOT	SC	5 Years	6/30/2015
Southeastern Public Service Authority (SPSA)	VA	5 Years	4/30/2018
St. Johns County	FL	5 Years	5/5/2016
St. Landry Parish	LA	5 Years	9/14/2015
Suffolk County	NY	2 Years	11/21/2015



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Account Name	State	Contract Duration	Contract Expiration
Sunshine Water Control District	FL	6 Years	10/14/2015
Terrebonne Parish	LA	2 Years	5/21/2015
Texas General Land Office	TX	2 Years	8/31/2015
Town of Apex	NC	3 Years	8/15/2015
Town of Belleair	FL	2 Years	9/6/2015
Town of Briarcliffe Acres	SC	5 Years	3/1/2017
Town of Briny Breezes	FL	3 Years	8/20/2016
Town of Cary	NC	1 Years	8/15/2015
Town of Chapel Hill	NC	5 Years	6/30/2018
Town of Cloud Lake	FL	3 Years	8/20/2016
Town of Elon	NC	2 Years	2/10/2016
Town of Fuquay-Varina	NC	3 Years	8/15/2015
Town of Garner	NC	2 Years	8/15/2015
Town of Glen Ridge	FL	3 Years	8/20/2016
Town of Highland Beach	FL	3 Years	8/20/2016
Town of Hillsboro Beach	FL	2 Years	6/30/2015
Town of Hillsborough	NC	5 Years	6/30/2018
Town of Juno Beach	FL	3 Years	8/20/2016
Town of Knightdale	NC		
Town of Lake Clarke Shores	FL	3 Years	8/20/2016
Town of Lake Park	FL	3 Years	8/20/2016
Town of Mangonia Park	FL	3 Years	8/20/2016
Town of Palm Beach	FL	3 Years	8/20/2016
Town of Palm Beach Shores	FL	3 Years	8/20/2016
Town of Seabrook Island	SC	3 Years	9/1/2016
Town of South Palm Beach	FL	3 Years	8/20/2016
Town of West Hartford	CT	3 Years	6/30/2015
Town of Williamston	NC	2 Years	2/16/2016
Town of Wrightsville Beach (Via Atkins North America)	NC	1 Year	6/30/2015
University of Miami	FL	1 Year	7/1/2015
University of South Florida	FL	3 Years	11/30/2015
Village of Bald Head Island	NC	2 Years	6/30/2015
Village of North Palm Beach	FL	3 Years	8/20/2016
Village of Tequesta	FL	3 Years	8/20/2016



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Account Name	State	Contract Duration	Contract Expiration
Village of Wellington	FL	4 Years	4/24/2016
Virginia Peninsula Public Service Authority (VPPSA)	VA	5 Years	4/3/2018
Volusia County	FL	4 Years	11/12/2015
Wake County	NC	4 Years	8/15/2015

## H. Qualifications of Staff

### H.1 Operations Managers and Key Staff

Phillips & Jordan currently employs over 100 management and field personnel that have supported disaster debris management missions since 1992 thus providing our organization with a uniquely qualified team to support the Town of Cutler Bay during a future disaster event. This highly qualified and experienced workforce includes a core response group of 17 individuals that have previously served in the roles of Operations Manager, Superintendent, Field Quality Control Manager, and Field Safety Manager. These individuals offer an average of 9 years of disaster response experience, and have a combined total of 62 Federal Emergency Management Agency (FEMA), U.S. Army Corps of Engineers (USACE), and Occupational Safety and Health Administration certifications.

Identification of the core response group members and an overview of major disaster events supported by these individuals are provided in the table on the following page. Resumes for these individuals are presented in Appendix IV to this proposal.

Upon activation of the response contract by the Town of Cutler Bay, Phillips & Jordan's President, in coordination with Phillips & Jordan's senior management, will assess the scale and scope of the disaster event and will assign one individual from the core response group to serve as the Operations Manager for the management mission. The assigned Operations Manager will subsequently select other core group personnel and disaster qualified Phillips & Jordan staff members necessary to support the various elements of the management mission. The team deployed for most typical isolated small disaster events would only consist of the Operations Manager, several Superintendents, and a Field Safety Manager. However, a larger team with additional specialized expertise would be assembled and deployed for a catastrophic disaster event.

Mr. Tommy Webster will be the project manager for any activation task orders issued by the Town of Cutler Bay under this prepositioned contract. However, identification of the specific key personnel that would be deployed to a disaster event in the Town of Cutler Bay is not realistic at this time given the fact that the timing and magnitude of the disaster is not known. However, for



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a typical response scenario the team would primarily consist of individuals selected from Phillips & Jordan's core response group.

Key Personnel & Position	Experience		Disaster Events Supported															
	Years with Phillips & Jordan	Years of Disaster Experience	'14	'14	'13	'12	'11	'11	'11	'11	'09	'08	'06	'05	'05	'04	'04	'04
			North Carolina Ice Storms	South Carolina Ice Storm	Colorado Flood	Hurricane Sandy	Raleigh, NC Tornado	Alabama Tornadoes	Joplin, MO Tornado	Hurricane Irene	Cherokee Co., OK Ice Storm	Hurricanes Gustav & Ike	Buffalo, NY Ice Storm	Hurricanes Katrina & Rita	Hurricane Wilma	Hurricanes Frances & Jeanne	Hurricane Charley	Hurricane Ivan
<b>Tommy Webster</b> Superintendent	1	15			X							X						
<b>Eric Hedrick</b> Operations Manager	33	6						X						X				X
<b>Edd Satterfield</b> Operations Manager	20	17							X	X				X		X	X	X
<b>Dudley Orr</b> Operations Manager	19	17												X	X	X	X	
<b>Wayne Floyd</b> Operations Manager	6	33	X	X	X		X			X		X		X	X	X	X	X
<b>Joseph Ledford</b> Superintendent	4	3						X		X								
<b>Rex Wilson</b> Superintendent	8	8			X	X		X	X	X	X	X	X					
<b>Ritchie Trammell</b> Superintendent	12	4						X		X				X	X	X	X	
<b>Ken Graham</b> Superintendent	14	11	X	X	X	X		X		X	X	X	X	X				X
<b>Heath Stone</b> Superintendent	1	1		X														
<b>John West</b> Field Quality Control Manager	11	5										X		X				
<b>Ryan Manning</b> Field Quality Control Manager	8	4						X		X				X				
<b>Dale Joiner</b> Field Quality Control Manager	27	15												X	X	X	X	X
<b>Gene Taylor</b> Field Safety Manager	7	8						X			X							
<b>Dustin Haunhorst</b> Field Safety Manager	10	5						X	X		X		X	X	X			X



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Key Personnel & Position	Experience		Disaster Events Supported															
	Years with Phillips & Jordan	Years of Disaster Experience	'14	'14	'13	'12	'11	'11	'11	'11	'09	'08	'06	'05	'05	'04	'04	
			North Carolina Ice Storms	South Carolina Ice Storm	Colorado Flood	Hurricane Sandy	Raleigh, NC Tornado	Alabama Tornadoes	Joplin, MO Tornado	Hurricane Irene	Cherokee Co., OK Ice Storm	Hurricanes Gustav & Ike	Buffalo, NY Ice Storm	Hurricanes Katrina & Rita	Hurricane Wilma	Hurricanes Frances & Jeanne	Hurricane Charley	Hurricane Ivan
<b>J.W. Culbreth</b> Field Safety Manager	11	7						X			X			X				X
<b>David Haney</b> Field Safety Manager	7	2					X		X									

## H.2 Other Supporting Positions

In addition to the core response group discussed in the previous section, Phillips & Jordan corporate resource personnel that would also support execution of a disaster debris management mission for the Town of Cutler Bay are listed below.

***Clint Stephens - Contract Administration Specialist***

Mr. Stephens has been employed by Phillips & Jordan since 2005 and offers 7 years of disaster experience. He is responsible for the financial aspects of contract administration. Relative to disaster recovery projects, Mr. Stephens manages administrative functions including contract compliance, data processing, reporting, audit response, billing, and subcontractor payments. Notable disaster events supported by Mr. Stephens have included Hurricanes Katrina (2005), Rita (2005), Gustav & Ike (2008), the tornadoes that occurred in Alabama (2011), and Hurricane Sandy (2012).

***Steve Thompson - Corporate Environmental, Safety and Health Manager***

Mr. Thompson has been employed by Phillips & Jordan since 1990 and offers 17 years of disaster experience. He is responsible for the overall management of Phillips & Jordan's health and safety program, develops and administers policies and procedures regarding employee safety, investigates project accidents and develops preventative measures, and monitors safety programs implemented by subcontractors. Mr. Thompson served as the primary safety manager for the World Trade Center Staten Island Landfill Forensic Recovery Mission, and for recovery efforts associated with Hurricanes Katrina (2005), Gustav & Ike (2008), Irene (2011), and the tornadoes that occurred in Alabama and Joplin, Missouri (2011).

***Mike Teem - Corporate Quality Control Manager***

Mr. Teem has been employed by Phillips & Jordan since 1997 and offers 8 years of disaster



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experience. He was the Quality Control Manager for all debris removal activities associated with the 2011 tornado outbreak in Alabama, and for debris removal within Sector 1 - New Orleans following Hurricane Katrina from September 2005 to September 2007. Other notable disaster events supported by Mr. Teem have included Hurricanes Bonnie (1998), Floyd (1999), Lily (2002), and Isabel (2003), as well as the removal of over 100,000 trees in Southern California infested with bark beetles (2003 - 2005).

### L Principals

All individuals within the Phillips & Jordan organization that currently serve as officers of the corporation, and other key corporate personnel, are as follows:

Title	Individual(s)
Chairman	William T. Phillips, Sr.
CEO & Vice-Chairman	William T. Phillips, Jr.
President, CFO & Treasurer	J. Patrick McMullen
Senior Vice President & Secretary	Connie H. Nichols
Vice President	Ronnie Jordan, Dudley Orr, H. Lin Riley, Max Morton, John West, Ritchie Trammell, Edd Satterfield, Eric Hedrick, Dale Joiner, Morgan Pierce
Vice President Safety & Risk Management	Steve Thompson
Vice President Finance & Administration	John Lawrence
Vice President Ethics & Compliance	JoLana Carpenter
Vice President & Assistant Secretary	R. Page Riley
Assistant Vice President	Michael Teem, Scott Moss, Art Phelps
Assistant Secretary	Dorinda Futch, Sharon Simpson, Janet Crisp, Christina Eddings, Phyllis Jordan, Angela Sparrow



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Tab 2: Scope of Services

### A. Project Management

The management structure utilized by Phillips & Jordan for the execution of disaster debris management projects is illustrated on the following page, and depicts the positions that would be required for response to a typical isolated small disaster event. This structure is designed to provide superior and seamless support to the Town of Cutler Bay (Town), and is based on a simple integrated organization with clear lines of authority, communication, responsibility, and accountability designed to minimize administrative costs and maximize customer responsiveness.

Phillips & Jordan's management structure is also designed to facilitate quick decisions and rapid responses to changing customer requirements, and to assure the highest quality of service possible. The field management team is led by an Operations Manager who has the necessary control and autonomy to coordinate resources and align contract activities for the successful completion of all assigned tasking. The Operations Manager provides management staff supervision and work control for all activities assigned under the contract. This approach assures that our Operations Manager is fully accountable for all assigned work, has a direct interface with team personnel to facilitate information exchange, and has the authority to allocate resources based on the requirements and complexity of the assignment. The autonomy granted to the Operations Manager will be beneficial to the Town in that all team communications and work assignments will be managed through a single point of accountability.

Upon activation of the contract by the Town, Phillips & Jordan's President, in coordination with Phillips & Jordan's senior management, will select an Operations Manager for the project who will be deployed to the disaster location along with other required management and support personnel.

After being deployed to the field, the Operations Manager is responsible for coordinating project operations, ensuring compliance with contract specifications and established work plans, and has the authority to commit Phillips & Jordan resources for all assigned tasking. This individual is also responsible for oversight of field work performed by Superintendents and a Field Safety Manager, and work performed by other subordinate management staff that may be deployed in response to a large catastrophic disaster event including the following: Area Managers, Sector Managers, Zone Managers, Resource Check-in Managers, Field Quality Control Managers, Environmental Safety Technicians, and Temporary Debris Storage and Reduction Site (TDSRS) Managers.

In order to facilitate effective emergency road clearance or "push" operations, and associated debris removal operations, the disaster location may be geographically divided into one or more Areas, Sectors, and Zones depending upon the severity of the disaster. The definition of these geographic divisions is as follows:

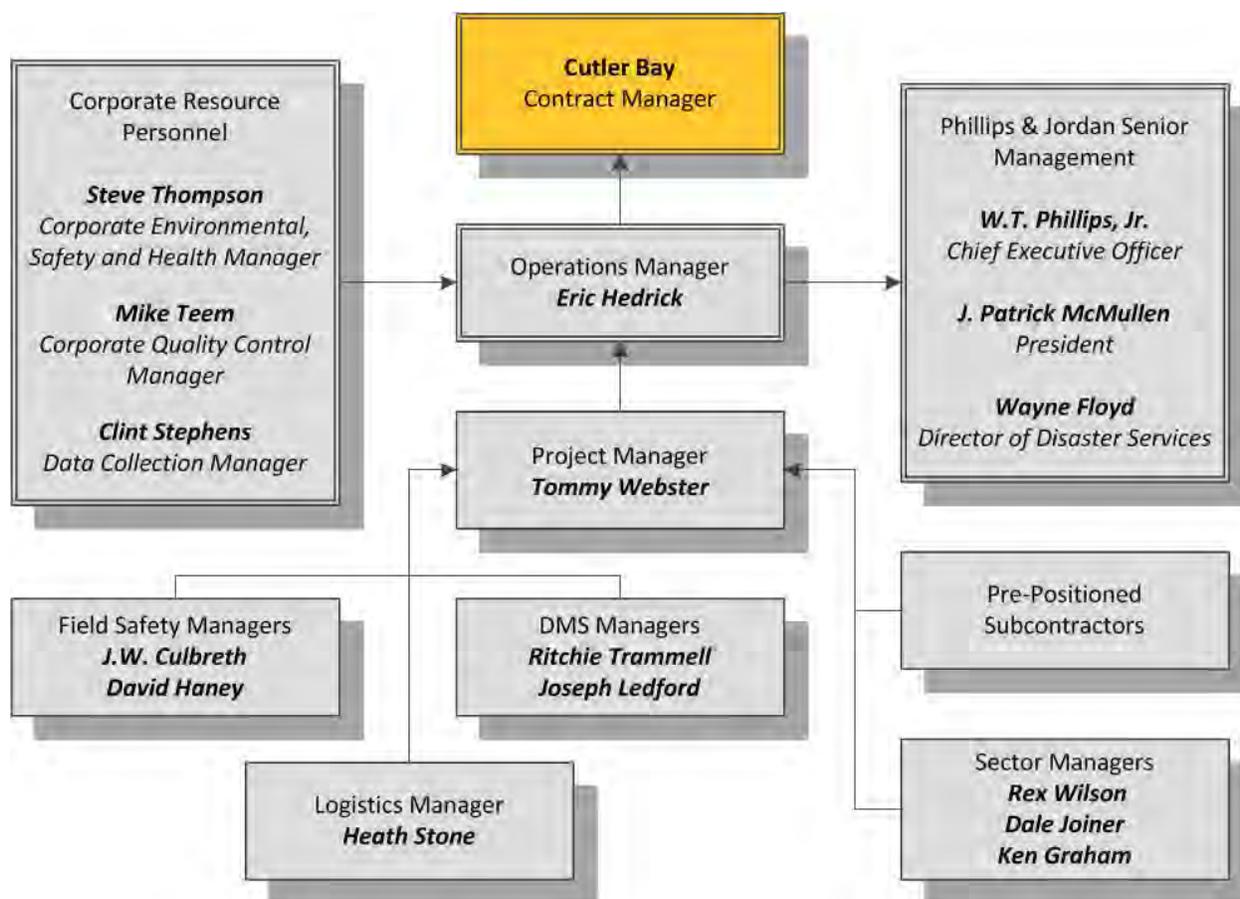


# Town of Cutler Bay, Florida

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### Tab 2: Scope of Services

- **Area** – a region comprised of an entire city or county, or several cities and counties, impacted in a similar manner and that can be effectively managed as a discrete project.
- **Sector** – a logical portion of an Area that would be segregated based on factors including, but not limited to: (1) roads, streams, landmarks, and other natural and man-made boundaries, (2) jurisdictional boundaries, (3) population density, (4) debris density, (5) type of equipment required to accomplish assigned tasking, (6) commercial property versus residential property, (7) degree of impact within the Area, and (8) the number of established TDSRSs and their proximity to work activities.
- **Zone** – a concise portion of a Sector used to organize work crews and administer pass activities (i.e. the number of times a work crew must pass through a neighborhood or commercial district to complete collection of debris).



## B. General Operations Plan

### B.1 Introduction

The following Debris Management and Operations Plan addresses the minimum requirements outlined within the bid documentation published by the Town, and is based on standard protocols



## Town of Cutler Bay, Florida

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#### Tab 2: Scope of Services

and procedures implemented for disaster debris management missions. The general mobilization and operations approach utilized by Phillips & Jordan reflects our collective past experience gained from responding to numerous natural disasters that have occurred throughout the United States over the past +30 years. Examples of relatively recent disasters for which Phillips & Jordan implemented its general mobilization and operations approach to successfully accomplish disaster debris management include Hurricane Sandy (2012 - 2013), the outbreak of multiple tornadoes in the State of Alabama (2011), the EF-5 tornado that devastated Joplin, Missouri (2011), and Hurricane Irene (2011).

### B.2 Post-Award and Pre-Event Coordination

Following contract award to Phillips & Jordan, members of our senior disaster debris management team will arrange to conduct a post-award teleconference with Town representatives. During this teleconference key elements of the County's disaster response preparedness will be discussed including, but not limited to, proposed equipment staging and TDSRSs), area landfills authorized to receive debris for final disposal, identification of points of contacts for stakeholders that would participate during a disaster response (public works department, county administration offices, local power companies, etc.), and educational enhancements required by the county to increase its disaster response preparedness.

Phillips & Jordan will initiate pre-event communication with the Town during teleconferences conducted at intervals of 96 hours, 48 hours, and 24 hours prior to the anticipated landfall of a hurricane (the most likely disaster event for which contract activation would be required). During these teleconferences the team will review the availability and preparation of TDSRSs for post-event operations, discuss details of Phillips & Jordan's mobilization approach based on the anticipated severity of the storm, and discuss pre-positioning of resources needed for event response. During this time period Phillips & Jordan will also activate its pre-positioned subcontractors and vendors that will support the disaster recovery effort.

In addition, Phillips & Jordan will assist with other pre-planning efforts including:

- Identification of the location to be used for check-in of personnel and equipment
- Refinement of the debris volume estimate based on anticipated storm conditions
- Development of recommended debris segregation guidelines for the general public
- Development of a sectoring plan for management of debris crews and communication with the general public regarding progress and scheduled passes
- Coordination with the Debris Monitoring Firm retained by the Town
- Coordination with stakeholders and the Federal Emergency Management Agency (FEMA)



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### B.3 Pre-Position of Resources

Approximately 24 hours prior to hurricane landfall, Phillips & Jordan will pre-position personnel near the path of the storm, but out of harm's way. At the request of the Town, the Phillips & Jordan Operations Manager will be deployed within 12 hours following a notification of need to the designated Emergency Operations Center to assist with pre-planning coordination. When activated by the Town to begin debris operations, the Operations Manager will remain on the jobsite until project closeout and will be on call and available to Town representatives on a 24/7 basis.

Phillips & Jordan will also pre-position our own equipment and key pre-positioned subcontractors equipment as required. Phillips & Jordan has existing contracts in place with 19 key pre-positioned subcontractors that have a combined 186 years of experience working with Phillips & Jordan, and understand the importance of having personnel and equipment ready to quickly and efficiently respond to debris management work assignments. However, Phillips & Jordan's preference is to utilize as many local qualified subcontractors and vendors as possible to support the debris management mission. In order to maximize local participation, Phillips & Jordan will identify potential subcontractors and vendors based in and around the Town of Cutler Bay as part of our post-award activities. Equipment from these subcontractor and vendors will also be pre-positioned so that it is ready for deployment following arrival of the storm.

### B.4 Post-Event Response

Once landfall has occurred and "Notice to Proceed" (NTP) has been given, Phillips & Jordan will immediately take the following actions:

- Prepare project-specific safety work plans for all required activities
- Modify road clearance plan if needed and begin work as tasked
- Work with Town representatives to provide damage assessments and actual debris estimates
- Modify sectoring plan to fit actual field conditions and degree of storm damage
- Work with Town representatives to initiate communication with the general public concerning segregation of debris and other project information

Phillips & Jordan can provide sufficient resources to fulfill a 24-hour mobilization requirement, to include emergency road clearance, without reliance on subcontractors. During the following 48 hours of project execution, Phillips & Jordan and its pre-positioned subcontractors can deploy up to 30 debris load and haul crews with all necessary equipment, and establish up to 15 TDSRSs within the impacted area. In the table below, Phillips & Jordan provides estimates - based on storm severity - of anticipated debris volume, acreage of land required for TDSRSs, number of required debris load and haul crews, projected timeframe for completion of mobilization, and projected timeframe for completion of a disaster debris management mission for the Town of Cutler Bay.



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**NOTE: The estimates provided in the table below were developed in part using the Corp of Engineers Debris Estimating Model and thus are predicted to have an accuracy of + 30% (accuracy is limited due to the many variables inherent to the debris removal process).**

Storm Type & Category	Debris Volume Generated (Cubic Yards)	Required TDSR site Acreage	Required Number of Crews	Mobilization Completion Timeframe (100%)
<b>DRY STORM</b>				
Category 1	1,686,157	~174	~12	7 Days
Category 2	6,744,628	~695	~47	11 Days
Category 3	21,920,040	~2258	~152	14 Days
Category 4	42,153,924	~4342	~293	18 Days
Category 5	67,446,278	~6947	~468	21 Days
<b>WET STORM</b>				
Category 1	2,192,004	~226	~15	7 Days
Category 2	8,768,016	~903	~61	11 Days
Category 3	28,496,052	~2935	~198	14 Days
Category 4	57,800,101	~5644	~381	18 Days
Category 5	87,680,161	~9031	~609	21 Days

### B.5 Emergency Roadway Clearance

Opening roadways in the first hours following a disaster will be a priority in order to allow emergency vehicles to gain access to critical facilities. Phillips & Jordan has substantial experience providing crews and equipment to assist local governments with emergency roadway clearance or “first-push” operations to clear debris from roadways allowing for access to hospitals, police stations, fire stations, and other critical facilities.

Within 12 hours after receipt of NTP, Phillips & Jordan will commence first-push operations, and will have debris reduction and disposal activities fully operational within 48 to 72 hours after NTP. First-push operations will be conducted on primary transportation routes pre-specified by the Town, and will generally consist of moving debris from roadways to adjacent public right-of-ways. In the event that debris cannot be pushed into a right-of-way, it will be loaded and transported to a nearby off-street location for temporary storage, and will be subsequently collected during debris clearing operations.

A typical push crew configuration will include a rubber tired loader, several transport trucks, a bucket truck, a foreman, laborers equipped with chainsaws and rakes, and traffic control personnel. Crews will work 24-hour shifts with rotating personnel. The number of push crews



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deployed will be dictated by the Town based upon the severity of the storm. Push crews will work together with local government representatives, local power companies, and regional utility companies to maximize public safety and minimize further damage to utility systems and public infrastructure (i.e. sidewalks, drainage structures, traffic signals and signage, etc.).

### B.6 Temporary Debris Storage and Reduction Sites

Temporary Debris Storage and Reduction Site Selection: For a successful disaster debris management mission, one must “begin with the end in mind”. The disposal side of the debris equation is the most important. Having TDSRSs in place and ready to accept debris will significantly improve the efficiency of the removal process, and establishing multiple strategic sites will significantly reduce cost. Phillips & Jordan has more than 30 years of experience constructing and operating TDSRSs. In 2011 Phillips & Jordan simultaneously operated over 45 TDSRSs during debris operations in response to the tornadoes that impacted the State of Alabama and Joplin, Missouri. The first order of business for Phillips & Jordan will be to determine or verify locations, feasibility, operational limits, and environmental characteristics of TDSRSs designated by the Town. Selection of an appropriate TDSRS must consider the following items:

- Presence of wetlands, endangered species, sensitive plants, etc.
- Presence of historical or archeological significant sites
- Presence of adjacent surface water bodies, storm water conveyance systems, drainage structures, retention ponds, etc.
- Relatively flat topography to minimize storm water erosion and runoff issues
- Presence of well field protection areas or use of the surficial groundwater in the vicinity for potable purposes
- Site geology as it relates to protection of potable aquifer systems
- Human population density in the downwind direction of the prevailing winds (i.e. dust and smoke nuisances)
- Ingress and egress to the property and ability to control traffic
- Sensitivity of area to noise and light nuisances that would be generated from site operations for 24 hours per day, 7 days per week
- Avoid sites near residential communities, hospitals, churches, daycares, etc.
- Consider proximity to nearby sanitary landfills for debris disposal, soils for use in daily cover, etc.
- Consider proximity to recycling options (i.e. mulch and chip disposal, steel, concrete crushing, etc.)
- Public versus private property - use of publicly-owned lands is preferable, and will avoid costly and time-consuming leases.

The typical layout for a TDSRS is illustrated on the following page.



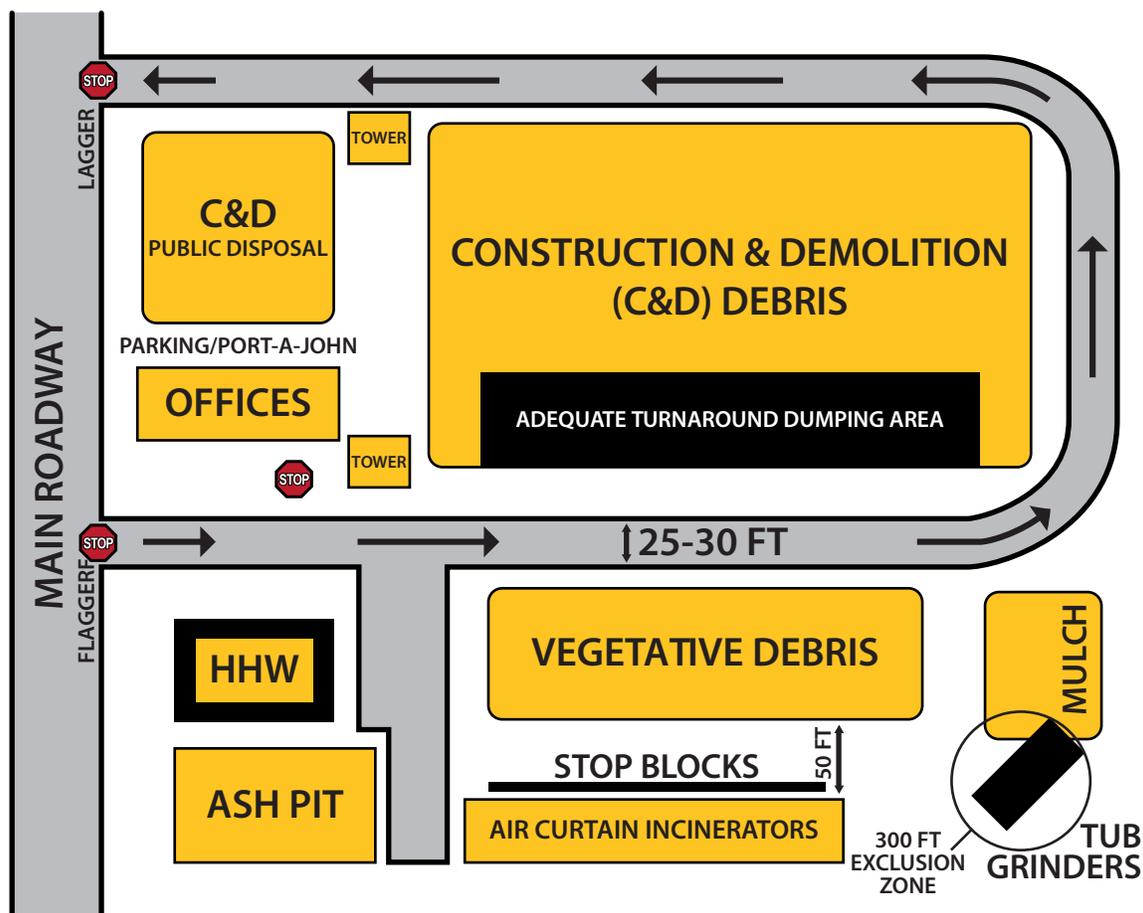
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**Site Operations Plan:** Following confirmation of the TDSRSs to be utilized for the temporary storage and reduction of debris, Phillips & Jordan will develop a TDSRS Operations Plan for each site. The plan will address the following functions:

- Site management to include point-of-contact and organizational chart
- Site ingress and egress
- Environmental baseline testing
- Site preparation including clearing, erosion control, and grading
- Traffic control procedures
- Site security and safety
- Site layout/segregation plan to include: air curtain incineration areas, mechanical chipping/grinding areas, ash storage or disposal areas, hazardous waste containment area, contractor work area, inspection tower, and safety zone clearance areas (100 foot clearance area between stockpiled debris and incineration operations, and 1,000 foot clearance area from structures)
- Environmental mitigation plan including considerations for smoke, dust, noise, traffic, safety buffer zones, storm water runoff, historic preservation, wetlands, and endangered species as appropriate





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Construction of a TDSRS typically can be accomplished within a 2 day period during which inspection towers are constructed, gravel is delivered to the site to establish roadways, equipment required for debris reduction and management is installed, and site improvements (if required) are completed. However, the availability of locally procured materials required to accomplish site preparation activities will dictate the actual timeframe for completion.

***Reduction and Disposal Considerations:*** Phillips & Jordan's philosophy is simple concerning debris reduction, recycling and disposal - "keep the debris stream that must be placed into a lined landfill to an absolute minimum". Other guiding principles include:

- Handle the debris only once
- Segregation of waste streams curbside is critical
- Do not transport Construction and Demolition (C&D) debris to a TDSRS (see first bullet)
- Balance vegetative reduction by using a combination of grinding and incineration (discussed below)

In large scale disasters the markets for wood chips are quickly overwhelmed by the volume of woody material available. This market glut often leaves disaster stricken areas with large amounts of mulch type material with no market for disposal. Large stockpiles of chips and mulch produce an undesirable leachate over time and also become a fire hazard due to fermentation. This situation in the past has forced communities to haul chips to a landfill for use as cover, or incinerate the chips, both of which are expensive options. Phillips & Jordan recommends grinding or chipping only the quantity of mulch material a community needs and then incinerate the remaining material using engineered burning systems that meet U.S. Environmental Protection Agency (EPA) air quality standards and opacity requirements.

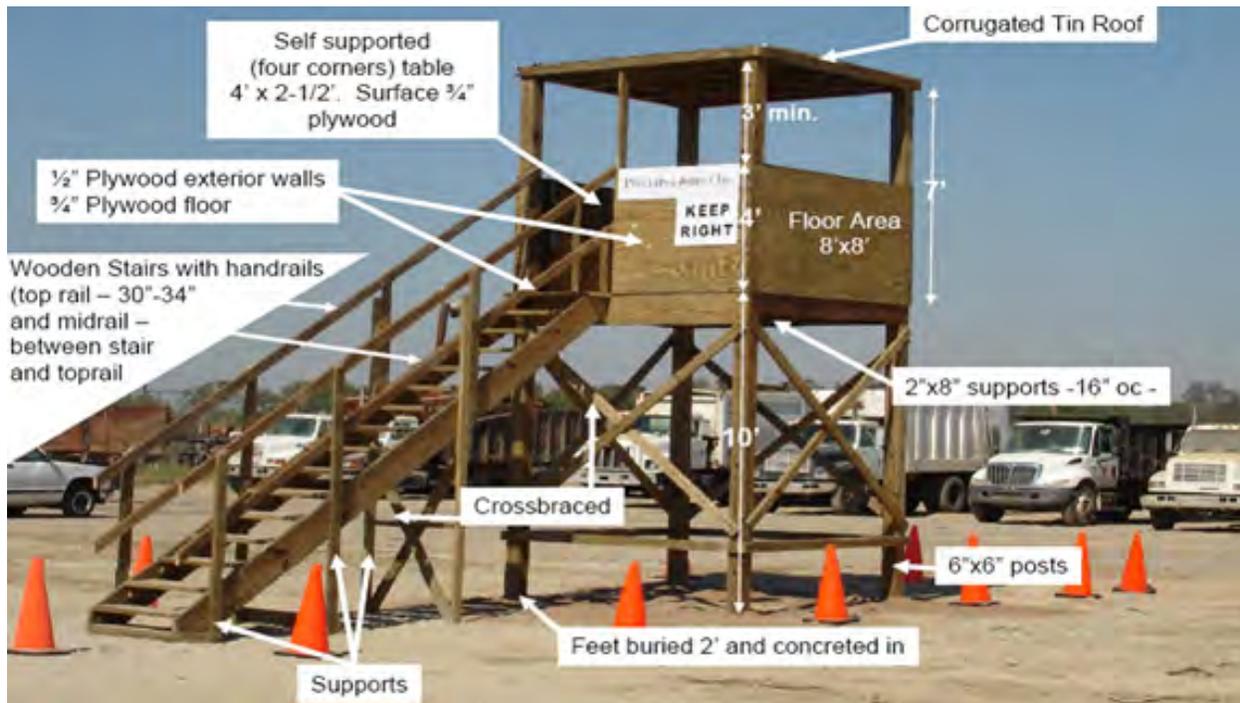
***Inspection Tower Construction:*** Phillips & Jordan presents on the following page a construction drawing for Occupational Safety and Health Administration-compliant temporary inspection towers that may be constructed at TDSRSs.



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**TDSRS Environmental Assessment:** It is important to establish an environmental baseline either prior to use or shortly after establishment of a TDSRS before it is impacted by site operations. Since time will be of the essence, the full Phase I Environmental Site Assessment (ESA) process, as described in American Society for Testing and Materials (ASTM) E-1527-05, would likely not be practical. The Transaction Screen Process (TSP), as described in ASTM E-1528-06, would be more appropriate under time-constrained circumstances. Additionally, a National Environmental Policy Act (NEPA) checklist should be completed simultaneously with the TSP to assess for areas that may be potentially impacted by the proposed usage of the site. The checklist items should include potential impacts to natural areas including endangered species, historical areas or buildings, cultural areas, and economic conditions including changes in access and traffic patterns within the area. The TSP and NEPA checklist would be completed during TDSRS construction.

**TDSRS Closure:** Upon removal of all debris at a TDSRS, Phillips & Jordan will remove equipment, inspection towers, fencing, and erosion control devices installed at the site, and will restore the property to its original condition. TDSRS closure will normally be accomplished within 30 days after receipt of the last load of disaster debris. Phillips & Jordan's Operations Manager will conduct a final closeout inspection of the site with a Town representative, and will execute a final release if the site condition is determined to be acceptable. In the event deficiencies are identified during the closeout inspection, additional site restoration will be performed.



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### B.7 Debris Removal from Public Property

The FEMA Public Assistance Program will provide reimbursement to local communities following a Presidential Declaration, if the debris generated is the result of a disaster event, is located within a designated disaster area, is the legal responsibility of an eligible applicant, and is eligible for reimbursement.

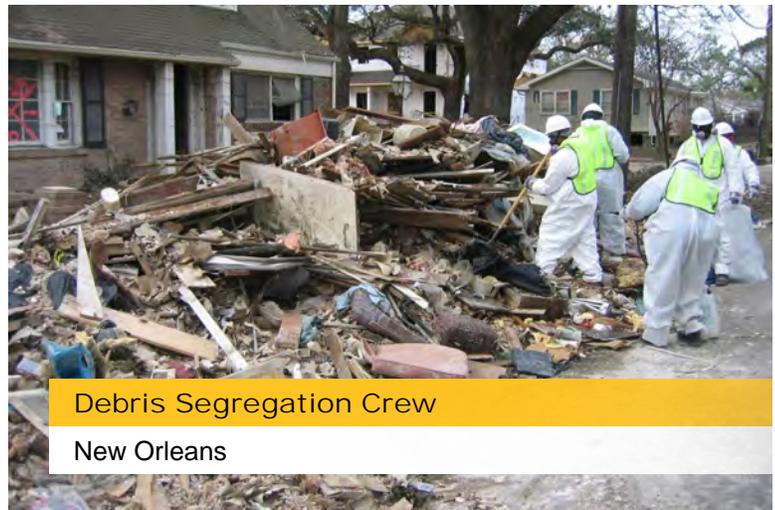
Eligible debris work under the FEMA Public Assistance Program must be in the public interest, and is defined as work necessary to:

- Eliminate immediate threats to life, public health and safety
- Eliminate immediate threats to significant damage to improved public or private property
- Ensure economic recovery of the affected community
- Mitigate the risk to life and property by removing substantially damaged structures and appurtenances

Determining debris eligibility is a significant challenge and only FEMA can make the final decision. Phillips & Jordan has years of experience working with FEMA and managing debris operations in compliance with FEMA 325 Debris Management Guidelines. Every year Phillips & Jordan provides training to employees and key subcontractors on safety and the FEMA 325 guidelines.

*Special Note: As of November 2012, the first pass for debris removal operations on Federal Highway Administration Federal Aid road right-of-ways, following a Presidential Declaration, will be covered by FEMA under the Public Assistance Program.*

**Debris Sectoring Plan:** A debris sectoring plan is a critical part of organizing, controlling, and communicating information concerning all aspects of the debris management operation. Phillips & Jordan will work closely with local planners to develop a sectoring plan that best fits the community's needs, and provides a tool to expedite debris removal operations. Sector boundaries need to be easily recognizable and will logically be established based upon the following factors:



- Municipality/jurisdictional boundaries
- Roads, streams, landmarks, or other natural and manmade boundaries



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- Population density
- Debris density
- Type of equipment required for each sector
- Commercial property versus residential property
- Degree of impact within the disaster area
- Number of and proximity to disposal sites (ideally one TDSRS per sector)

Sectors may be divided into individual zones and divided even further into sub-zones if required. Phillips & Jordan uses the zone concept to assign one or more subcontractors to a specific geographic area for debris removal. Once assigned, Phillips & Jordan requires each subcontractor to remain within their assigned zone until all assigned tasks are completed.

***Determination of Resources:*** The two key factors in determining the amount of resources required for a disaster debris management mission are: (1) the total quantity of debris in cubic yards, and (2) the number of days allotted for project completion. Once these factors are determined, a removal rate in cubic yards per day can be determined and the number of crews, trucks, and support resources calculated. Once the total required amount of resources are known, the number of sectors required can be designated. In addition, resources will be allocated to operate and manage TDSRSs and if necessary manage landfill operations specific to debris disposal operations.

Other factors that can effect required resources are traffic conditions, haul distances, roadway widths, and load limitations. Debris types and density also can effect daily production rates and required types of equipment.

***Debris Collection and Transportation Equipment:*** Debris will be transported from the streets to disposal sites. With the exception of rubber- tracked skid steer loaders, tracked equipment will be prohibited on roadways. All hauling units will be mechanically loaded and capable of dumping their load. In accordance with FEMA guidelines, hand-loading will not be permitted. All trucks will comply with applicable federal, state, and local rules and regulations, including tarping requirements. In addition, trucks will not be overloaded, and overhanging debris will be trimmed at the loading site. By implementing both of these practices, debris dislodged from trucks during transportation will be minimized.

Debris removal crew configurations will depend upon specific work site conditions (i.e. urban versus rural areas, concentrated versus scattered debris, C&D versus vegetative debris). The number of debris removal crews deployed will be dictated by the severity and localization of damage, and the removal schedule developed in coordination with the Town. A typical crew will be comprised of the following:

- 1 Knuckleboom Loader or Self-Loader
- 1 Skid-steer Loader with grapple



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- 4 to 6 Hauling Trucks or Trailers (20 to 60 cubic yard capacity)
- 1 Quality Control Site Foreman per crew
- 2 Laborers with chainsaws, rakes, and other collection tools
- 2 Certified Flaggers
- Global Positioning Satellite (GPS) Tracking and Navigation Aids

Traffic control devices used for operations will comply with the latest Manual of Uniform Traffic Control Devices, and will include sufficient signs/cones, barricades, and flaggers to ensure the safety of vehicular and pedestrian traffic within work zones.

All debris hauling trucks will be certified by the Town of Cutler Bay before use in debris operations. The inside bed dimensions of all trucks will be accurately measured, and all safety requirements will be checked and approved. Each truck will be assigned a unique identification number. Information regarding each truck (including capacity, description, driver's name, license number, and identification number) will be recorded on a FEMA-compliant certification form. The original copy of each form will be retained by the Town, and copies will be provided to the Phillips & Jordan quality control representative and the truck driver. The driver's copy will remain in the truck at all times, and a placard labeled with the truck's identification and measurement information will be displayed on both sides of the vehicle.

Prior to beginning work, all project personnel and equipment will be processed at a resource staging area. A weather-proof tent of an appropriate size will be erected, and an equipment marshaling area will be organized in a manner that allows ample storage space for incoming equipment, equipment that has passed inspection, and equipment returning from the field at the end of each work day. A job bulletin board will be constructed and used to post legal notices (Equal Employment Opportunity, sexual harassment, safety and health information, prevailing wages, etc.), contract information, and the project safety performance record.

**Public Right-of-Way Removal:** Phillips & Jordan will segregate the following categories of debris at the public right-of-way curbside, and transport the debris to either TDSRSs or directly to an approved landfill:

*Construction and Demolition Debris* - C&D debris is classified as waste primarily from residential areas that do not include household hazardous waste, electronics, appliances, or vegetative debris. C&D material will be transported directly to an approved landfill or dumpsite rather than to a TDSRS.

*Trees and Limbs (Vegetative Debris)* - Vegetative debris consisting of trees, limbs, and stumps that are 12 inches in diameter or smaller will be hauled to TDSRSs for reduction by chipping/grinding or incineration. Mulch or ash generated from the reduction of vegetative debris will either be recycled or transported to a properly permitted final disposal site.



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*Household Hazardous Waste (HHW)* - HHW waste is material comprised of household cleaners, paints, batteries, bleaches, gasoline containers, and other caustic type items. These items must be segregated out of the waste stream and removed in an organized way to keep items from comingling. These materials can become very hazardous when combined. HHW will be delivered to an approved collection center, and in some cases may be recycled. Phillips & Jordan processed more than 1,450,000 items of HHW during the Hurricane Katrina response.

*Electronics* - TVs, computers, and radios will be disposed of at a landfill certified to accept electronic units. If sufficient quantities of electronics debris are collected, recycling may be feasible. Phillips & Jordan recycled more than 780,000 electronic unit during the Hurricane Katrina response.

*Appliances (White Goods)* - White Goods are comprised of household appliances, refrigerators, microwaves, washer/dryers, stoves, air conditioning units, and freezers. White Goods containing oils or Freon will be processed by licensed and qualified personnel, and all oil and Freon will be removed prior to disposal or recycling. Phillips & Jordan collected, processed, and recycled more than 750,000 White Good units during the Hurricane Katrina response.



*Animal Carcasses* - Dead livestock, poultry, and large animals will be removed and transported to an approved final disposition site contingent upon a determination by the Town that they represent an imminent and significant threat to public health and safety.

*Other Debris Streams* - The following debris streams are also frequently encountered during disaster debris management operations:

- Wet Debris
- Putrescent Debris
- Soil, Mud, and Sand
- Demolished Vehicles/Vessels
- Small Motorized Equipment
- Asbestos Containing Material (ACM)

When encountered, these debris streams will be properly processed and transported for disposal at an approved final disposition site.



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### B.8 Work Hours

Debris removal crews will typically work 12 hour shifts, 7 days per week unless otherwise specified or restricted by contractual requirements. Crews will only work during daylight hours to ensure maximum safety of operations. TDSRS operations will typically be conducted on a 24-hour basis, 7 days per week using light plants for illumination during evening hours unless otherwise restricted by contractual requirements.

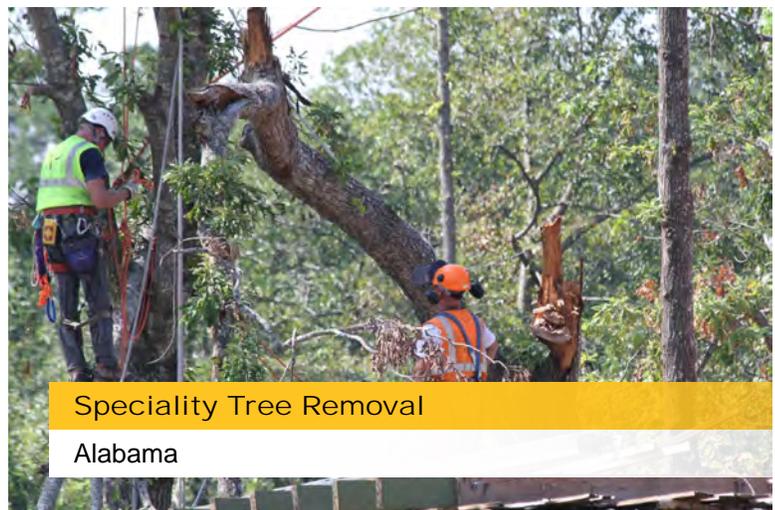
### B.9 Authorized Stump Removal

If directed by the Town, stump removal crews will be mobilized by Phillips & Jordan to remove stumps that are located in the public right-of-way and present a threat or danger to the general public. Stumps will be identified and marked in the field by the Town representatives in accordance with FEMA guidelines. Stumps will be photographed and located via GPS by the Town representative before removal. The basic elements of stump removal work are as follows:

- Extract, remove, and haul stumps greater than 24 inches in diameter to the TDSRS designated stump staging area
- Reduce stumps
- Backfill stump holes
- Repair or coordinate the repair of damaged utilities as may be requested

### B.10 Authorized Hazardous Trees & Limbs Removal

If directed by the Town, specialized tree crews will be mobilized by Phillips & Jordan to remove hazardous trees and limbs. An eligible hazardous tree is defined as a tree that is 6 inches or greater in diameter, and leaning at an angle greater than 30%, or has more than 50% of its crown damaged, that presents a threat or danger to the general public. A hazardous limb is a limb or branch that is greater than 2" in diameter, broken or partially broken and is in danger of falling. Only hazardous limbs and trees located in the public right-of-way will be eligible for removal.



Trees will be identified and marked in the field by Town representatives. Trees will be categorized based upon the diameter at breast height (DBH) applicable to a given tree. Only



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those trees marked by the Town will be cut by Phillips & Jordan. Trees located on private property or leaning on houses will be subject to the requirements of the Private Property Debris Removal process. A hazardous tree and limb crew will consist of the following:

- 1 Bucket Truck and Operator/Climber
- 2 Laborers/Flagmen

#### B.11 Authorized Private Property Debris Removal

In certain instances, FEMA public assistance will extend to Private Property Debris Removal. Right-of-entry (ROE) access must be granted by the property owner prior to entering their property. Typically, this documentation, in the form of a ROE packet, is provided by the Town to Phillips & Jordan.

A central feature to the Private Property Debris Removal process is documentation of the property condition immediately preceding the work and following completion (i.e. before and after). Phillips & Jordan utilizes both digital camera and digital video recorders to accommodate these requirements. Imagery is electronically archived and can be retrieved based upon the physical address or date the work was performed. During the Hurricane Katrina response, Phillips & Jordan removed debris from over 16,000 individual private properties located throughout the greater New Orleans area.

#### B.12 Authorized Demolition

Phillips & Jordan anticipates that demolition of structures may be required as part of the disaster debris management mission if authorized by the Town. Phillips & Jordan has extensive experience with both residential and commercial demolition, and was tasked to perform 1,200 demolitions during the Hurricane Katrina response. Demolition services for a typical hurricane debris response will include the following:

- ACM Survey
- Decommissioning
- Utility Disconnect and Permitting
- Structural Demolition and Debris Disposal

#### B.12 Daily Planning Meetings

At the inception of the project, Phillips & Jordan will establish a centralized staging area in discrete geographical area. Debris removal crew supervisors will report to this staging area for a daily debriefing which should also be attended by the designated Town representative. This meeting will be conducted by the Operations Manager and will serve as a forum to identify and correct any problems encountered during recovery efforts. The general format of these meetings will be as follows:



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- Collection of daily reports
- Foreman reports
- Areas covered during the work day
- Problems encountered
- Resources needed
- Environmental, safety and health issues
- Production concerns
- Establishment and tracking of benchmarks (i.e. loads hauled)
- Subcontractor announcements
- Town of Cutler Bay issues
- Local issues and complaints
- Coordination issues with vendors including local waste haulers and tree trimming contractors
- Assignments for next day



Daily Planning and Safety Meeting

Oklahoma City, Oklahoma

The primary objective of the planning meeting will be to produce a coordinated effort among team members. Information will be exchanged between team members, priorities established, and problems resolved. These meetings have been conducted by Phillips & Jordan during previous disaster debris management missions and have resulted in extraordinary results and camaraderie among project participants.

#### B.13 Daily Operation Reports

A Daily Operation Report will be submitted to the Town in accordance with contract requirements. The report will be organized by sector, zone, and disposal site, and will be submitted electronically to the designated Town representative. Daily reports will include, but not be limited to, details regarding locations where passes for debris removal were conducted, the quantity and type of debris removed, safety mishaps and near misses, private property damage caused during debris operations or damage claims made by citizens, and other relevant information regarding Phillips & Jordan's daily conduct of operations.

#### B.14 Compliance with Laws and Regulations

As a leading provider of disaster debris management services, Phillips & Jordan is knowledgeable of federal, state, and local laws and regulations within the localities and states in which we operate. Studying and understanding laws and regulations regarding our operations is an important component of the Phillips & Jordan's disaster debris management methodology. Phillips & Jordan obtains all required permits and licenses, and takes all precautions to ensure no laws are violated in the delivery of services to our customers.



## Town of Cutler Bay, Florida

RFP # 15-02: Emergency Debris Removal Services

Tab 2: Scope of Services

### B.15 Claims Management

Phillips & Jordan will make every possible effort to close out all damage claims prior to the shutdown of field operations. In support of this commitment, we will assign a Claims Manager to the Town project who will address all claims of damage to property allegedly caused during our operations. Within 48 hours of receipt of a written report to the Phillips & Jordan Operations Manager regarding a damage claim, the Claims Manager will visit with the property owner to inspect the damage and discuss resolution options if it is determined that Phillips & Jordan was responsible for the claimed damage. A resolution agreement will be reached with the property owner and repairs will be completed or damages paid. Upon resolution of the claim, the Claims Manager will arrange for the property owner to sign a damage claim release.

The majority of damage claims are typically small in nature. Depending upon the magnitude of a claim, our insurance company may become involved. However, all claims will be resolved as expediently as possible. Phillips & Jordan's past experience indicates claims are much easier to settle if addressed in a timely fashion. Phillips & Jordan will distribute a list of all open, denied, and resolved claims to the Town on a weekly basis, or at the frequency dictated by contractual requirements.

### C. Multiple Contract Execution

Phillips & Jordan offers the Town of Cutler Bay demonstrated experience with regard to the simultaneous execution of multiple contracts activated to address disaster debris management in geographically separate locations. Two examples that illustrate this experience involved the tornado outbreak in 2011 and the 2005 hurricane season.

On April 16th 2011 a tornado caused large-scale destruction throughout the Raleigh, North Carolina metropolitan area. The City of Raleigh subsequently activated a pre-position contract awarded to Phillips & Jordan to provide debris removal and reduction services. Shortly after Phillips & Jordan completed mobilization to the Raleigh area, a series of tornadoes occurred throughout the Southeastern United States with the most devastating concentration being in the State of Alabama. Due to the widespread nature of the destruction, the USACE activated Phillips & Jordan's pre-position Advance Contracting Initiative (ACI) vehicle and subsequently issued 41 individual task orders valued in excess of \$160,000,000 for disaster debris management in 24 counties located throughout Alabama. Less than 1 month later, an EF-5 tornado leveled Joplin, Missouri. In response, the USACE activated a Rapid Response Contract held by Weston Solutions, Inc. As a subcontractor to Weston Solutions, Phillips & Jordan mobilized to the area to assist with disaster debris management activities. The tornadoes in Raleigh, the State of Alabama, and Joplin required Phillips & Jordan to utilize available lines of credit and other internal financial resources in order to financially manage multiple simultaneous contracts (municipal, federal, and commercial) during multiple simultaneous disaster events.



## Town of Cutler Bay, Florida

RFP # 15-02: Emergency Debris Removal Services

Tab 2: Scope of Services

Within the span of 2 months in 2005, Hurricanes Katrina, Rita, and Wilma all made landfall along the Gulf Coast from Texas to Florida. Following the landfall of Hurricane Katrina, Phillips & Jordan's USACE ACI vehicle was activated and the company was selected to address debris removal operations in New Orleans. A total of 47 individual task orders valued in excess of \$700,000,000 were issued for debris operations in New Orleans. The work area was subsequently expanded to encompass parishes in Western Louisiana to address damage caused by Hurricane Rita. Phillips & Jordan was also awarded a municipal debris removal contract by the City of Gulfport to address Hurricane Katrina restoration efforts in Mississippi, and its USACE ACI vehicle was activated to address Hurricane Katrina restoration efforts in Alabama. While operations responding to Hurricanes Katrina and Rita were at full capacity, Phillips & Jordan's pre-position debris removal contract with the Palm Beach County Solid Waste Authority was activated in response to the landfall of Hurricane Wilma. The hurricanes that devastated the Gulf Coast and Florida again required Phillips & Jordan to utilize available lines of credit and other internal financial resources in order to financially manage multiple simultaneous contracts (municipal and federal) during multiple simultaneous disaster events.

### **D. Automated Debris Management System**

Phillips & Jordan has developed and owns an Automated Debris Management System (ADMS) which can be utilized by the Town of Cutler Bay, or the Debris Monitoring Firm retained by the County, if so desired. The cost for utilization of the ADMS is not included in the pricing provided with this proposal. However, in the event that the Town is interested in deploying this system as part of a future disaster debris management project, pricing would be negotiated by Phillips & Jordan with the County at the time of contract activation.

The Phillips & Jordan ADMS utilizes handheld devices to electronically capture field load data, and generates both auditable electronic and printed paper tickets that are GPS-referenced to determine eligibility of debris by location within the boundaries of the jurisdiction. The primary benefit of the ADMS to the County is that utilization of the system simplifies the effort required to audit field load data and thus substantially reduces the complexities and costs associated with post-event audits conducted by the Debris Monitoring Firm and/or FEMA. Additional benefits of the system include the following:

- Reduces errors associated with traditional paper tickets
- Eliminates need for data entry into an electronic database
- Expedites preparation of daily operations reports and reconciliation of invoices
- Provides capability to assess real-time operational performance and develop trend analyses during project execution
- Minimizes ticket fraud/tampering
- Supports FEMA grant administration

The system has the capability to share database records with contractors, subcontractors, customers, auditors, and project stakeholders via the Internet. Data contained in the system is



## Town of Cutler Bay, Florida

RFP # 15-02: Emergency Debris Removal Services

Tab 2: Scope of Services

protected with a password; allows for role-based access controls; and has viewing, printing, and reporting capabilities. Stakeholders have permission that allows them to only review and print information specific to their needs.

The Phillips & Jordan ADMS was used to augment our recovery response to the devastation caused by the 2011 Alabama tornadoes during which over 350 handheld devices were deployed to record and track 153,000 load tickets associated with the removal of approximately 4,900,000 cubic yards of debris which was processed at 50 individual debris management sites. Following the completion of the Alabama disaster debris management mission, the Defense Contract Audit Agency (Tampa office) in conjunction with an USACE internal review audited each Phillips & Jordan invoice submittal and found an error rate attributable to the ADMS of less than 0.1%.

### E. List of Proposed Equipment

Phillips & Jordan owns and operates an extensive fleet of over 450 production and related support equipment that would be available for use during the Town of Cutler Bay disaster debris management mission. Since Phillips & Jordan began operations over 60 years ago, one of our core competencies has been land clearing. Our current equipment fleet reflects this history and uniquely positions Phillips & Jordan to provide an equipment fleet, including specialized attachments, appropriate for debris management. All of our loaders can be equipped with rakes and grapples or buckets as necessary, and the majority of our excavators are equipped with hydraulic thumbs or grapples. Phillips & Jordan also maintains a network of regional equipment vendors underpinned by national accounts with numerous heavy equipment manufacturers that are capable of providing supplemental equipment that may be required for debris management operations.

In addition, Phillips & Jordan has existing contracts in place with 19 key pre-positioned subcontractors that have provided equipment and operators for numerous disaster debris management missions previously completed by Phillips & Jordan. A summary listing of equipment available from both Phillips & Jordan and its key pre-positioned subcontractors applicable to the performance of disaster debris management operations is provided in the table below. Several of these units are highly specialized in nature and demonstrate the versatility of our fleet.

EQUIPMENT TYPES	NUMBER OF UNITS	
	Phillips & Jordan	Key Pre-Positioned Subcontractors
<b>Emergency Road Clearance and Debris Removal</b>		
Loader	36	105
Skidsteer Loader	25	135
Backhoe Loader	6	88



## Town of Cutler Bay, Florida

RFP # 15-02: Emergency Debris Removal Services

Tab 2: Scope of Services

EQUIPMENT TYPES	NUMBER OF UNITS	
	Phillips & Jordan	Key Pre-Positioned Subcontractors
Grapple/Prentice	5	174
Road Tractor	14	106
Dump Truck	25	328
Bucket Truck	2	120
Excavator	30	112
Excavator with Grapple	79	114
Telehandler / Fork Lift	2	37
Sweeper / Broom	6	35
Vacuum Truck	2	16
Mechanical Trimmer	4	11
Skidder	7	17
<b>Debris Management and Reduction</b>		
Chipper / Grinder	13	34
Pit Burner	16	19
Dozer	115	151
Light Plant	25	79
Water Tanker	4	16
Water Truck	12	32
<b>Equipment Mobilization</b>		
Lowboy	10	41
Transport Trailer	19	58

Although Phillips & Jordan and our key pre-positioned subcontractors possess more than adequate types and quantities of equipment to execute a disaster debris management mission for the Town of Cutler Bay, we also recognize that local subcontractor participation is a critical component of the overall equipment deployment strategy and is required to comply with the Robert T. Stafford Disaster Relief and Emergency Assistance Act. To address the need for local participation, Phillips & Jordan has developed a database of 22,000 pre-registered subcontractors (a number of which are located in the vicinity of the Town) to supplement our existing equipment resources.

Our equipment deployment strategy involves tasking subcontractors (both key pre-positioned and local) to supply loading and hauling units while Phillips & Jordan supplies corporate-owned assets to support emergency road clearance activities, disposal site management, and debris reduction activities. Our equipment deployment strategy allows Phillips & Jordan to perform both initial response and back-end debris reduction operations with corporate-owned assets



## Town of Cutler Bay, Florida

RFP # 15-02: Emergency Debris Removal Services

Tab 2: Scope of Services

while subcontractor provided assets are utilized to perform debris collection and transportation operations.

Identification of specific equipment pieces that would be deployed to a disaster event in the Town of Cutler Bay is not realistic at this time given the fact that the timing and magnitude of the disaster is not known. However, the combination of equipment that can be provided by Phillips & Jordan and our subcontractors ensures the Town of our ability to pre-position and immediately deploy equipment upon receipt of Notice to Proceed in sufficient quantities regardless of the disaster size.

### **F. Chemical Safety**

Phillips & Jordan is diversified across a range of industries that involve the use of many chemicals, however we primarily only use petroleum products such as fuel, lubricants, hydraulic fluids, oils, and similar products when executing disaster debris removal operations. The Phillips & Jordan corporate safety program ensures that all chemicals are handled safely for the protection of all personnel across multiple diverse business sectors.

Material Safety Data Sheets (MSDS) are provided to all employees within one day of request in accordance with industry standards. Additionally, the full MSDS catalog is instantly available to our employees through MSDSOnline and a hardcopy of the Phillips & Jordan MSDS catalog is located in each supervisor's vehicle. MSDSOnline is a nationally-recognized MSDS record keeping and search store that allows instant access via internet, iPad or iPhone to our company-specific MSDS/SDS's plus any MSDS/SDS's that may be needed but are not in our company records. The Phillips & Jordan corporate safety program requires that MSDS's are also acquired for any chemicals used by our subcontractors, upon contract.

Spill prevention, control and disposal will be in accordance with federal, state and local requirements as identified in our Environmental Work Plan (attached as Appendix III to this proposal). Upon award of a contract, this plan will be customized to state and local requirements with contact information relative to the contract.

Specific MSDS sheets for any chemicals that might be used can be provided to the Town upon contract award or upon further request.

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: Colorado Department of Transportation  
 Address: 2207 East Highway 402, Loveland, CO 80537  
 Contact: Gray Currier Title: Project Engineer Telephone : (970)962-4057  
 Location: Boulder, Colorado Scope of Work: Flood Debris Removal, Reduction, Disposal
  
- 2. Name of Firm, Town, County or Agency: Town of Brookhaven, New York  
 Address: 1 Independence Hill, Farmingville, NY 11738  
 Contact: Dan Sicilian Title: Safety & Emergency Mgmt Telephone : (631 ) 451-2363  
 Location: Brookhaven, New York Scope of Work: Super Storm Sandy Debris Removal
  
- 3. Name of Firm, Town, County or Agency: City of Raleigh, North Carolina  
 Address: 222 West Hargett Street, Room 608, Raleigh, NC 27601  
 Contact: Chris McGee, PE Title: Transportation Field Services Manager Telephone : (919 ) 996-6446  
 Location: Raleigh, North Carolina Scope of Work: Debris Removal, Reduction and Disposal following a Tornado in the Spring of 2011
  
- 4. Name of Firm, Town, County or Agency: Terrebonne Parish, Louisiana  
 Address: 309 Plant Road, Houma, LA 70361  
 Contact: Clay Naquin Title: Solid Waste Administrator Telephone : (985 ) 873-6739  
 Location: Terrebonne Parish, Louisiana Scope of Work: Hurricane Isaac Debris Removal, Reduction, and Disposal

**NOTE:** Additional references may be attached and provided.



	DAP9523.11			
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	\$ 250.00
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	\$ 500.00
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	\$ 1,680.00

**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 <b>(DO NOT FILL)</b>
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	\$ 11.00
14.	Material, fill dirt for stump holes, purchased, placed & compacted	CUBIC YARD	1 unit	\$ 25.00
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

<b>EQUIPMENT WITH OPERATOR – HOURLY RATES PER LINE ITEM</b>				
<b>#</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>COST</b>
1.	JD544 or equal, wheel loader w/debris grapple	HOURLY RATE	1 unit	\$ 105.00
2.	JD644 or equal, wheel loader w/debris grapple	HOURLY RATE	1 unit	\$ 115.00
3.	JD544 or equal, wheel loader w/bucket	HOURLY RATE	1 unit	\$ 105.00
4.	JD644 or equal, wheel loader w/bucket	HOURLY RATE	1 unit	\$ 115.00
5.	Extend-a-boom forklift w/debris grapple	HOURLY RATE	1 unit	\$ 115.00
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	\$ 105.00
10.	30 Ton Crane	HOURLY RATE	1 unit	\$ 360.00
11.	50 Ton Crane	HOURLY RATE	1 unit	\$ 560.00
12.	100 Ton Crane	HOURLY RATE	1 unit	\$ 900.00
13.	40' / 60' Bucket Truck	HOURLY RATE	1 unit	\$ 125.00
14.	Water Truck (2000 gallons)	HOURLY RATE	1 unit	\$ 80.00
15.	Portable Light Tower	HOURLY RATE	1 unit	\$ 18.00
16.	Single axle dump type truck, 5 / 12 CY	HOURLY RATE	1 unit	\$ 65.00
17.	Tandem axle dump type truck, 16 / 20 CY	HOURLY RATE	1 unit	\$ 72.00
18.	JD690 or equal track hoe w/ grapple	HOURLY RATE	1 unit	\$ 110.00
19.	JD690 or equal track hoe w/ bucket & thumb	HOURLY RATE	1 unit	\$ 120.00
20.	Excavator type hoe on rubber w/ grapple	HOURLY RATE	1 unit	\$ 120.00
21.	Hand fed debris chipper	HOURLY RATE	1 unit	\$ 35.00
22.	300 / 400 tub grinder	HOURLY RATE	1 unit	\$ 400.00
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	\$ 175.00
25.	Trailer Type truck/ Tractor 24 / 40 CY	HOURLY RATE	1 unit	\$ 78.00
26.	Trailer Type truck/ Tractor 41 / 60 CY	HOURLY RATE	1 unit	\$ 95.00
27.	Stacking conveyor	HOURLY RATE	1 unit	\$ 60.00

<b>LABOR &amp; MATERIAL – HOURLY RATES PER LINE ITEM</b>				
<b>#</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>COST</b>
1.	Operating Manager	HOURLY RATE	1 unit	\$ 96.00
2.	Superintendent w/truck, phone & radio	HOURLY RATE	1 unit	\$ 82.00
3.	Foreman w/truck, phone & radio	HOURLY RATE	1 unit	\$ 78.00
4.	Safety/quality control inspector w/vehicle, phone & radio	HOURLY RATE	1 unit	\$ 96.00
5.	Inspector w/vehicle, phone & radio	HOURLY RATE	1 unit	\$ 78.00
6.	Climber w/gear	HOURLY RATE	1 unit	\$ 68.00
7.	Chain & Hand Saw Operator	HOURLY RATE	1 unit	\$ 48.00
8.	Laborer & Flagman	HOURLY RATE	1 unit	\$ 36.00
9.	Haz-Mat Professional	HOURLY RATE	1 unit	\$ 96.00
10.	Certified Arborist	HOURLY RATE	1 unit	\$ 78.00
11.	Project Manager / Haz-Mat Professional	HOURLY RATE	1 unit	\$ 78.00

<b>EMERGENCY POWER GENERATORS &amp; SUPPORT EQUIPMENT</b>				
<b>#</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>COST</b>
1.	5 kw Portable/Mobile Generator	Day (12 Hours)	1 unit	\$ 168.00
2.	10 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 192.00
3.	20 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 240.00
4.	40 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 288.00
5.	60 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 336.00
6.	80 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 360.00
7.	100 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 408.00
8.	120 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$ 456.00
9.	Satellite Phone for use by the Town to coordinate operations during failure of other communication systems	DAY (12 hours)	1 unit	\$ 100.00
10.	Portable Trailer Mounted Air Conditioning Units (5 Ton/63,500 BTU)	DAY (12 hours)	1 unit	\$ 500.00
11.	Portable Trailer Mounted Air Conditioning Unit (12 Ton/24,000 BTU)	DAY (12 hours)	1 unit	\$ 750.00
12.	Portable Server Cooler (2 Ton/24,000 BTU)	DAY (12 hours)	1 unit	\$ 500.00
13.	Portable Server Cooler (3 Ton/36,000 BTU)	DAY (12 hours)	1 unit	\$ 600.00



## Town of Cutler Bay, Florida

RFP # 15-02: Emergency Debris Removal Services

Tab 5: Additional Required Forms

Phillips & Jordan presents on the following pages the forms listed below:

- Proposal Confirmation
- Proposer's Qualifications Form
- Scope of Services Plan Form
- List of Proposed Subcontractors Form
- Equipment List Form
- Indemnification Clause
- Non-Collusion Affidavit
- Drug Free Workplace
- Sworn Statement on Public Entity Crimes
- Exceptions to the RFP
- Proposal Bond
- Addendum Acknowledgement
- Anti-Kickback Affidavit
- Certificate of Insurance

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.

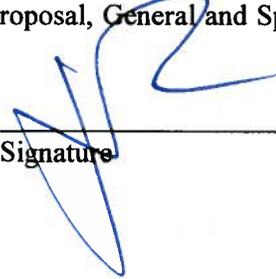
The initial Contract period shall be for three (3) years with an option to renew annually not to exceed a maximum of three (3) years subject to appropriation of funds for the budget year applicable. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and 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.

J. Patrick McMullen, President  
Proposer's Name

  
Signature

March 9, 2015  
Date

State of: Tennessee

County of: Knox

The foregoing instrument was acknowledged before me this 9th day of March, 2015, by J. Patrick McMullen, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Addie M. Allen  
Notary Public Signature  
Addie M. Allen  
Notary Name, Printed, Typed or Stamped  
Commission Number: \_\_\_\_\_  
My Commission Expires: 9.30.2017



SECTION XI  
TOWN OF CUTLER BAY  
EMERGENCY DEBRIS REMOVAL SERVICES  
RFP #15-02  
PROPOSER'S QUALIFICATIONS

This section of the proposal should give a description of the firm, including the size, range of activities, and the number of years with relative experience with large accounts. Particular emphasis should be given as to how the firm-wide experience project will be brought to bear on the proposed project.

This section must also identify the contact person and telephone number.  
The requested information has been provided in Section 1 of this proposal.

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Additionally, the Phillips & Jordan contacts are as follows:

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Primary: Julie Glenn, Disaster Services Coordinator

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10201 Parkside Drive, #300, Knoxville, TN 37922

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Phone (865) 776-8918 | Fax (865) 392-3090 | [jglenn@pandj.com](mailto:jglenn@pandj.com)

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Alternate: Wayne Floyd, Director of Disaster Services

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10201 Parkside Drive, #300, Knoxville, TN 37922

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Phone (919) 369-4685 | Fax (865) 392-3090 | [wfloyd@pandj.com](mailto:wfloyd@pandj.com)

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Alternate: J. Patrick McMullen, President

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10201 Parkside Drive, #300, Knoxville, TN 37922

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Phone (865) 392-3053 | Fax (865) 392-3090 | [pmcmullen@pandj.com](mailto:pmcmullen@pandj.com)

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**Note:** Additional sheets may be attached if necessary.

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: Phillips & Jordan, Inc.

Address: 10201 Parkside Drive, #300, Knoxville, TN 37922

Principals: Please find this information in Titles: \_\_\_\_\_  
section 1.I of this proposal. \_\_\_\_\_  
\_\_\_\_\_

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?  
Yes x No \_\_\_\_\_

b. List Principals Licensed:  
Name(s): N/A Title: \_\_\_\_\_  
\_\_\_\_\_

Remarks: Phillips & Jordan, Inc. is licensed to do business in the State of Florida.

3. How long has your company been in business and so licensed? Phillips & Jordan, Inc. was incorporated on August 4, 1959, and qualified to do business in the State of Florida on April 11, 1974.

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

a. Date of organization: N/A

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

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. State whether general or limited partnership: N/A

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

6. How many years has your organization been in business under its present business name?  
55 years, Phillips & Jordan, Inc. was incorporated on August 4, 1959.

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 find this information in section 1.H of this proposal  
\_\_\_\_\_  
\_\_\_\_\_

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

Please find this information in section 1.H of this proposal  
\_\_\_\_\_  
\_\_\_\_\_

- 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 J. Patrick McMullen  
Title President  
Phone #: 865.688.8342  
Email: pmcmullen@pandj.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: March 9, 2015

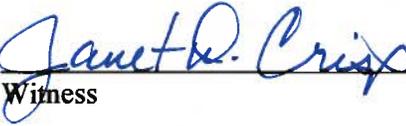
  
Signature

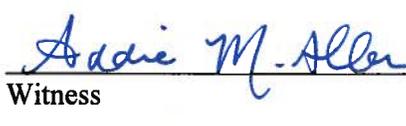
Ronnie Jordan  
Print Name

Phillips & Jordan, Incorporated  
Company

Vice President  
Title

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

  
Witness

  
Witness

Respectfully submitted  
(CORPORATE SEAL)



Phillips & Jordan, Inc.  
Company - Contractor

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



ATTEST:

Janet H. Crisp  
Secretary - ASST. CORP.

By Ronnie Jordan (Seal)  
Vice President Ronnie Jordan

Addie M. Allen  
Witness

Phillips & Jordan, Incorporated  
Ronnie Jordan  
Contractor Signature

**END OF SECTION**



**SECTION V  
LIST OF PROPOSED SUBCONTRACTORS**

PROPOSER shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

**CLASSIFICATION  
OF WORK / LICENSE #**

**NAME AND ADDRESS  
OF SUBCONTRACTOR**

<a href="#">Please find this information in Section 1.F of this proposal.</a>	

If, prior to Notice of the Award, the Town or the Contractor has reasonable objection to and refuses to accept any Contractor, Supplier, person or organization listed, the Proposer may, prior to Notice of Award, submit an acceptable substitute without an increase in their Proposal price.

**END OF SECTION**



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.

J. Patrick McMullen, President  
Proposer's Name

[Signature]  
Signature

March 9, 2015  
Date

State of: Tennessee

County of: Knox

The foregoing instrument was acknowledged before me this 9th day of March, 2015, by J. Patrick McMullen, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Addie M. Allen  
Notary Public Signature

Addie M. Allen  
Notary Name, Printed, Typed or Stamped

Commission Number: \_\_\_\_\_

My Commission Expires: 9.30.2017



SECTION XIV  
TOWN OF CUTLER BAY  
EMERGENCY DEBRIS REMOVAL SERVICES  
RFP #15-02  
NON-COLLUSIVE AFFIDAVIT

State of Tennessee }  
  } SS:  
County of Knox }

J. Patrick McMullen being first duly sworn deposes and says that:

- a) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Phillips & Jordan, Inc., the Proposer that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

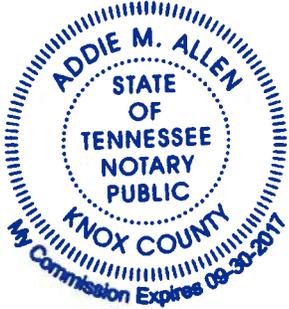
Signed, sealed and delivered  
in the presence of:  
Susan R William  
Witness

Addie M. Allen  
Witness

By: [Signature]

J. Patrick McMullen  
Printed Name

President  
Title



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

ACKNOWLEDGMENT

State of Tennessee )

) SS:

County of Knox )

BEFORE ME, the undersigned authority personally appeared J. Patrick McMullen 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 J. Patrick McMullen executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 9th day of March, 2015.

My Commission Expires: 9.30.2017

Addie M. Allen  
Notary Public State of Florida at Large  
Tennessee



**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 \_\_\_\_\_  
Phillips & Jordan, Inc. 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

March 9, 2015  
Date

J. Patrick McMullen, President  
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 J. Patrick McMullen, President  
[Print individual's name and title]

for Phillips & Jordan, Incorporated  
[Print name of entity submitting sworn statement]

whose business address is

10201 Parkside Drive, Suite 300  
Knoxville, TN 37922

and (if applicable) its Federal Employer Identification Number (FEIN) is 56-0694573

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

signing this sworn statement: \_\_\_\_\_ )

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.

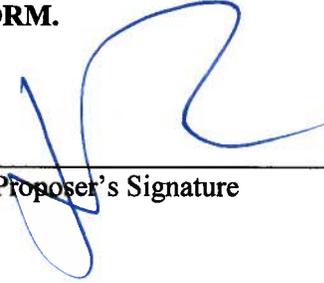
\_\_\_\_\_ the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime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

J. Patrick McMullen, President  
Proposer's Name

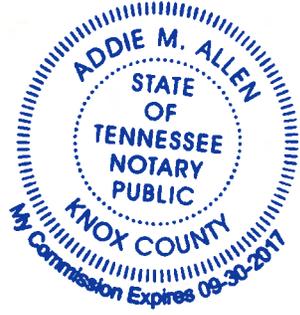
  
Proposer's Signature

Sworn to and subscribed before me this 9th day of March, 2015.

Personally known J. Patrick McMullen

OR produced identification \_\_\_\_\_ Notary Public State of ~~Florida~~ at Large  
Tennessee

\_\_\_\_\_  
(Type of identification) My commission expires 9.30.2017



Addie M. Allen  
(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, Phillips and Jordan, Incorporated  
as Principal and Contractor, and Liberty Mutual 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 Phillips and Jordan, Incorporated

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

J. Patrick McMullen and attested by its Assistant Secretary

Phyllis Jordan under its corporate seal, and the said \_\_\_\_\_

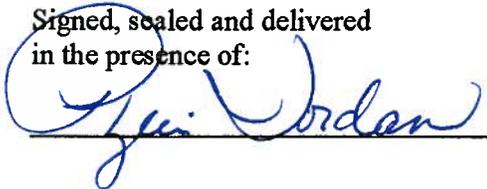
Liberty Mutual Insurance Company as Surety herein, has caused these presents to be signed in its name by its

Attorney-In-Fact

and attested in its name by its Witness \_\_\_\_\_ under its

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

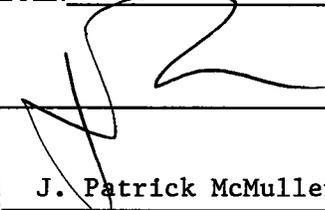
Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_

Assistant Secretary

As to Principal

PRINCIPAL: Phillips and Jordan, Incorporated

BY:   
\_\_\_\_\_

NAME: J. Patrick McMullen

Liberty Mutual Insurance Company

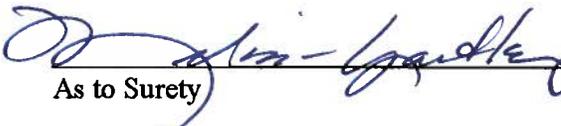
Surety

BY:   
\_\_\_\_\_

Attorney-in-Fact Catherine L. McMillan  
(Power-of-Attorney to be attached)

BY:   
\_\_\_\_\_

Resident Agent

  
\_\_\_\_\_

As to Surety

**END OF SECTION**

P131422

CATHERINE MCMILLAN  
413 NORTHSHORE DR SW  
KNOXVILLE, TN 37919



Attached is your FL Department of Financial Services license. Please remember to sign the back of your card. If you have any questions please contact the FL Department of Financial Services at (850) 413-3137.

ALEX SINK  
Chief Financial Officer  
State of Florida

**CATHERINE MCMILLAN**  
License Number: P131422

IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE  
General Lines (Prop & Cas) 01/30/2008

NON-RESIDENT  
LICENSE



"NOTICE" - This non-resident license is limited to the classes of insurance indicated above and is further limited to ONLY those classes of business for which you are licensed in your home state. Please be governed accordingly. This licensee must have an active appointment with the appropriate state in which products or services are being marketed.

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES**

**KARIN ROSANNA PEREZ**

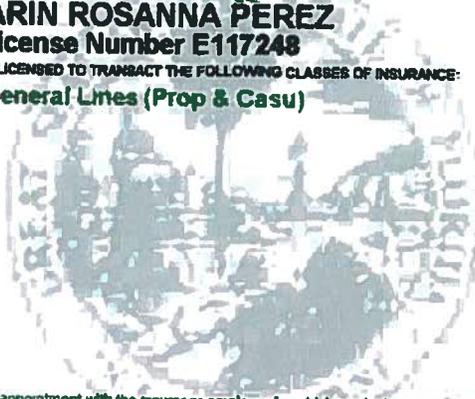
**License Number E117248**

**IS LICENSED TO TRANACT THE FOLLOWING CLASSES OF INSURANCE:**

**General Lines (Prop & Casu)**



**RESIDENT  
LICENSE**



**This Licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.**

Florida Department of Financial Services, 1000 Bankers Building, Tallahassee, Florida 32301-1000, www.flds.com

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6686911

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Catherine L. McMillan; Melissa A. Yardley; Tom H. McCarley III

all of the city of Knoxville, state of TN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of August, 2014.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 19th day of August, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of March, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





