The Village of Biscayne Park
600 NE 114th St., Biscayne Park, FL 33161
Telephone: 305 899 8000 Facsimile: 305 891 7241

AGENDA
SPECIAL COMMISSION MEETING
LOG CABIN - 640 NE 114th Street
Biscayne Park, FL 33161
Friday, August 30, 2019 5:30 pm

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in the proceedings should call Village Hall at (305) 899 8000 no later than four (4) days prior to the proceeding for assistance.

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

Attachment included

1 Call to Order

2 Roll Call

Mayor Truppman
Vice-Mayor Samaria
Commissioner Johnson-Sardella
Commissioner Tudor
Commissioner Wise

3 Pledge of Allegiance

4 Public Comments Related to Agenda Items / Good & Welfare

Comments from the public relating to topics that are on the agenda, or other general topics.

5 Consent Agenda

5.d Resolution # 2019-20 Debris Monitoring Services

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING THE SELECTION OF DEBRIS TECH, LLC TO PERFORM DISASTER DEBRIS MONITORING SERVICES IN ACCORDANCE WITH THE VILLAGE OF BISCAYNE PARK REQUEST FOR PROPOSALS NO. 2019-01 FOR DISASTER DEBRIS MONITORING SERVICES; FURTHER AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE PROVISION OF SERVICES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

6 Adjournment

VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report **Item # 5.a**

SPECIAL MEETING

TO:	Honorable Mayor & Members of the Biscayne Park Village Commission
FROM:	Krishan Manners, Village Manager
DATE:	August 30, 2019
TITLE:	Request for Commission Approval to Approve Award of Contract RFP No. 2019-01 – Debris Monitoring Services to Debris Tech, LLC

Brief Overview

The Village previously issued Request for Proposal number 2019-01 ("RFP 2019-01") to obtain bids for debris monitoring services on an as needed basis.

The Village advertised RFP No. 2019-01 in the Daily Business Review on April 12, 2019 (DBR Ad. No. 0000393157-01). The Village also advertised RFP No. 2019-01 on the Village's electronic website from April 12 to May 06, 2019.

After two months of posting RFP No. 2019-01, only one (1) responsive, sealed bid was received from the following vendors: Debris Tech, LLC ("Debris Tech").

Irrespective of being the sole bidder, Debris Tech's bid was still evaluated on the basis of price, conformance with specifications, and the bidder's ability to perform the contract in accordance with the terms, conditions, and specifications required. The references provided were also contacted and the responses received were considered acceptable. The method of award in the bid is to award one contract to the lowest, responsive, and responsible bidder. The Village Manager has reviewed this requirement for conformance to the applicable provisions of the Village of Biscayne Park Code of Ordinances.

Legal Note

In accordance with Article VIII of the Village of Biscayne Park Code of Ordinances.

Financial Impact

Funding will be appropriated based on the severity of an event and the Village's need at the time of the emergency, with the intent to seek disaster public assistance reimbursement from Federal Emergency Management Agency ("FEMA") for eligible costs.

Review Process & Cost Analysis

Staff has compared Debris Tech's cost proposal with the current debris monitoring contract of a neighboring municipality – the City of North Miami ("North Miami") – to determine whether the cost proposal was reasonable for the current market.

Debris Tech's proposed hourly rates are consistently lower in comparison. Additionally, Debris Tech will not bill the Village for certain administrative tasks which North Miami's vendor charges at an hourly rate.

A side-by-side comparison of the rates are provided below:

	Biscayne Park: Debris Tech, LLC Hourly Rate	**North Miami: Atkins North America Hourly Rate**
Project Manager	$75	$140
Operations Manager	$85	$115
FEMA Coordinator	$85	$115
Scheduler/Expediters	No Charge	$70
GIS Analyst	No Charge	$85
Field Supervisors	$45	$65
Debris Site/Tower Monitors	$35	$40
Environmental Specialist	$55	$90
Project Inspectors (Citizen Site Monitors)	Not Referenced	$35
Project Inspectors (Load Ticket Data Entry Clerks)	No Charge	$40
Billing and Invoicing Analysts	No Charge	$75
Administrative Assistants	No Charge	$30
Field Coordinators	$35	$40

Recommendation

Staff recommends the Commission approve the award of contract to the lowest, responsive, responsible bid received: Debris Tech, LLC. The contract will be for debris monitoring services on an as-needed basis following natural disasters. The effective date of the contract is from the date of award and extends for an initial three (3) year term with renewal options upon a mutual agreement. Staff requests that the Board authorize the Village Manager – as the designated purchasing agent of the Village pursuant to Section 2-134 of the Village Code – to award the debris monitoring contract to Debris Tech, LLC.

Attachment(s):

- Proposed Resolution 2019-20 Approving Contract for Debris Monitoring Services
- Proposed Debris Monitoring Services Contract with Debris Tech, LLC
- Copy of RFP No. 2019-01

- Daily Business Review Affidavit of Publication
- Copy of DBR Ad No. 0000393157-01
- Bid Submission from Debris Tech, LLC
- Copy of North Miami Debris Monitoring Services Agreement
- Copy of Atkins North America Bid for Debris Monitoring Services to North Miami

RESOLUTION NO. 2019-20

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING THE SELECTION OF DEBRIS TECH, LLC TO PERFORM DISASTER DEBRIS MONITORING SERVICES IN ACCORDANCE WITH THE VILLAGE OF BISCAYNE PARK REQUEST FOR PROPOSALS NO. 2019-01 FOR DISASTER DEBRIS MONITORING SERVICES; FURTHER AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE PROVISION OF SERVICES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the Federal Emergency Management Agency ("FEMA") requires that public entities seeking to recover costs incurred for disaster debris removal resulting have a contract in place for debris monitoring services;

WHEREAS, on April 12, 2019, the Village of Biscayne Park (the "Village"), advertised Request for Proposals No. 2019-01 ("RFP No. 2019-01") in the Daily Business Review to seek qualified and experienced contractors to provide the Village with disaster related debris monitoring services (the "Services"); and

WHEREAS, the Village also advertised RFP No. 2019-01 on the Village's electronic website;

WHEREAS, the Village received one sealed bid in response to RFP No. 2019-01;

WHEREAS, Debris Tech LLC ("Debris Tech") submitted the sole sealed bid to the Village in response to RFP No. 2019-01; and

WHEREAS, Debris Tech was evaluated by the Village administration as the sole responsive firm which presented qualifications and references deemed to be advantageous to the Village;

WHEREAS, Debris Tech has expressed the capability, expertise, and willingness to perform the Services pursuant to the terms, conditions, requirements, and specifications

contained in RFP. No. 2019-01 for an initial term of contract for three (3) years with an option to renew at the mutual agreement of the parties;

WHEREAS, the Village Manager – as the Village's designated purchasing agent pursuant to Section 2-134 of the Village Code of Ordinances – conducted a cost analysis and compared the Debris Tech's cost proposal to the existing debris monitoring agreements of a neighboring municipality, the City of North Miami, Florida;

WHEREAS, the Village Manager, Village Mayor, and the Village Commission have reviewed Debris Tech's bid materials submitted in response to RFP. No. 2019-01;

WHEREAS, the Village Manager, Village Mayor, and the Village Commission collectively agree that Debris Tech's cost proposal submission to the Village is reasonable and competitive for the current market when compared to the rates negotiated by a neighboring municipality for similar services; and

WHEREAS, the Mayor and Village Commission have determined that it is in the Village's best interests to approve the selection of Debris Tech, and to authorize the Village Manager and Village Attorney to negotiate, finalize, and execute an agreement with Debris Tech for the stated Services;

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:

Section 1. Whereas Clauses Ratified. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

Section 2. **Approval of Selection.** The Mayor and the Village Commission of the Village of Biscayne Park, Florida hereby approve the selection of Debris Tech to provide disaster debris monitoring services in accordance with RFP No. 2019-01;

Section 3. **Authority to Village Manager**. The Mayor and Village Commission of the Village of Biscayne Park, Florida hereby authorize the Village Manager and Village Attorney to negotiate and execute a final contract with Debris Tech for the Services in accordance with the terms, conditions, requirements, and specifications contained in RFP No. 2019-01, for the negotiated hourly rates for actual hours of service performed by Debris Tech on an as-needed basis. The proposed draft contract between the Village and Debris Tech for disaster debris monitoring services is attached hereto, incorporated herein as Exhibit "1", and is hereby approved.

Section 4. **Option to Renew.** The initial term of this contract shall be for three (3) years, with an option to renew upon the mutual agreement of the parties. At the conclusion of the initial term, the contract may be renewed for an additional one (1) year period, at the discretion of the Village Manager or the Village Manager's designee without requiring further renewal approval from the Village Commission;

Section 5. **Effective Date.** This Resolution shall be effective upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and Village Commission of the Village of Biscayne Park, Florida this 30th day of August, 2019.

The foregoing resolution upon being put to a vote, the vote was as follows:

_____ Mayor Truppman:

Tracy Truppman, Mayor

Vice Mayor Samaria:
Commissioner Johnson-Sardella:
Commissioner Tudor:
Commissioner Wise:

Attest:

_____
Roseann Prado, Village Clerk

Approved as to form:

_____
Rebecca A. Rodriguez, Village Attorney

CONTRACT FOR DEBRIS MONITORING SERVICES BETWEEN THE VILLAGE OF BISCAYNE PARK, FLORIDA AND DEBRISTECH, LLC

THIS Contract for Debris Monitoring Services (the "Contract" or "Agreement") is made and entered into effective as of the 23rd day of August 2019 (the "Effective Date"), by and between the VILLAGE OF BISCAYNE PARK, FLORIDA (the "Village"), an incorporated Florida municipality, and DEBRISTECH, LLC, a Mississippi limited liability company (the "Contractor").

R E C I T A L S

WHEREAS, the Village desires to engage Contractor to perform certain debris monitoring services (as hereinafter defined) and Contractor desires to perform such Contractor Services, all on the terms and conditions set forth herein.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Contractor. Effective as of the date of this Agreement, Contractor agrees to supply personnel as specifically requested in writing by the Village to perform the services described in Exhibit 'A' attached hereto (collectively, the "Contractor Services").

2. Independent Contractor Relationship. Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers' compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the Village and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any

liability or make any representation on behalf the other party. It is expressly understood that the Contractor is an independent contractor in every respect.

3. **No Exclusive Duty.** The Contractor shall devote sufficient time, attention, personnel and other resources to perform the Contractor Services, provided, however, the Contractor shall not be required to perform work exclusively for the Village and Contractor may have other business interests and may engage in other activities in addition to those relating to the Village.

4. **Term.** The term of this Agreement shall commence on the Effective Date and terminate on August 31, 2022, subject to the provisions of Paragraphs 5 and 6 (the "Initial Term") and may be extended for 180 days beyond contract period. Upon expiration of the Initial Term, this Agreement shall continue for 2 additional 1 year terms as set forth in Section 5 below or otherwise extended pursuant to mutually agreeable written terms and may be extended for 180 days beyond renewal period.

5. **Termination for Convenience.** The Village may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the Village, the Village shall be liable for the payment of all work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the Village be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the Village.

6. **Compensation.** The Village will pay Contractor an hourly rate for the personnel provided by Contractor pursuant to the payment schedule attached to Exhibit 'B'. For each hour of services provided by any Contractor personnel in excess of forty (40) hours per week, the Village will pay Contractor at one and one-half times (1.5 x) the hourly rate on Exhibit 'B'. Contractor agrees to track the number of hours worked per week and to provide invoices for services rendered to the Village on a weekly basis. Payment shall be due from the Village to the Contractor within fifteen (15) days of the regular meeting of the Village Commissioners immediately following receipt of the

invoice. For any amounts more than sixty (60) days overdue, Contractor shall have the right to suspend its provision of the Contractor Services until such payment is received. In no event shall the amount payable under this Agreement exceed $1,000,000 (the "Cap"). If the Contractor performs services such that the amount payable under this Agreement reaches the Cap, this Contract shall automatically terminate unless the parties agree to amend this Agreement to increase the amount of the Cap.

7. Taxes. Contractor shall be solely responsible for the payment of all taxes and/or assessments imposed on the payments of compensation for the performance of services outlined herein, including, without limitation, any unemployment insurance or tax, self-employment tax, federal, state and foreign income taxes, and any federal social security payment or similar taxes (and Contractor shall provide evidence to the Village, upon the Village's request, that such have been paid). Notwithstanding, the Village may withhold from any amounts payable under this Contract such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation; provided, however, that the Village shall provide the Contractor with written substantiation of withholding and remittance of such taxes upon Contractor's request.

8. No Breach. Each party hereby represents and warrants to the other party that: (a) it has all right, power and authority to grant the rights granted herein and to perform all of its obligations hereunder; (b) by entering into this Agreement and performing the obligations herein, it will not breach or violate any agreement, charter, instrument or other document to which it is a party or otherwise bound; and (c) it is currently in compliance and, throughout the term of this Agreement, it shall comply, in all material respects, with all applicable laws, rules and regulations.

9. Dispute Resolution. Should any dispute between the Parties arise under this Contract (a "Dispute"), written notice of such Dispute shall be delivered from one party to the other and thereafter, the parties, through their appointed representatives or designees (each an "Authorized Representative"), shall first meet and attempt to resolve the Dispute in face-to-face negotiations. This meeting shall occur within thirty

(30) calendar days of the date on which a written notice of such Dispute is received from the complaining party.

If no resolution is reached through the informal process set forth in Section 10(a) above, at the direction of either party's Authorized Representative, the parties shall engage in non-binding mediation for a period of no less than sixty (60) days (or such longer period as may be mutually agreed by the parties) (the "Mediation Period"). The mediation shall be conducted in Biscayne Park, Florida by a single mediator mutually selected by the parties. The parties shall share equally in the fees of the mediator. If the Dispute remains unresolved following the Mediation Period, either party may seek any remedy at law or in equity that may be available.

10. Additional Remedies. In addition to any other remedies provided for in the Contract or to which the Village may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the Village, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the Village Code.

11. Required Insurance. Contractor shall maintain as a condition precedent to this Contract an approved and satisfactory general comprehensive liability insurance policy in the minimum amount of $1,000,000.00, and naming the Village, its employees and elected officials as additional insureds. Such general comprehensive insurance, the premiums for which have been paid by the Contractor, shall cover any claim for damages of whatever nature brought by any person, corporation or business entity against the Contractor, the Village, its employees, named insureds, or additional insureds, or any of them arising out of or in any manner connected with the services provided to the Village. A certificate of insurance shall be provided by its producing agent to the Village prior to the Contractor's beginning work under this Agreement.

Contractor shall furnish the Village as a condition precedent to this Agreement evidence of approved and satisfactory workers' compensation insurance providing workers' compensation insurance to Contractor's employees, unless Contractor is not required by law to have such insurance coverage.

12. Compliance with State and Federal Reporting Requirements. Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

13. Civil Rights. The following requirements will apply to this Contract:

(A) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(B) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

14. No Obligation by the Federal Government.

(A) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the Village, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(B) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. Procurement of Recovered Materials.

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

(i.) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii.) Meeting contract performance requirements; or

(iii.) At a reasonable price.

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

16. DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

17. Solid Waste Disposal Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, *et seq*.).

18. Contract Work Hours and Safety Standards Act. During the term of this Contract and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Contract Work Hours and Safety Standards Act, as amended (40 United States Code, Chapter 37).

19. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

(A) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.

(B) Resource Conservation and Recovery Act

(C) National Historic Preservation Act

(D) Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

20. **Immigration and Naturalization Act**. Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§74A(e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of this Contract.

21. **Fraud and False or Fraudulent or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

22. **Indemnity of Funding Entities**. Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the Village and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

23. **Performance and Payment Bonds**. If not already required under the Contract, and if requested by the Village, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished

under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the Village.

24. <u>Clean Air Act and the Federal Water Pollution Control Act</u>.

(A) <u>Clean Air Act.</u>

(i.) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq*.

(ii.) The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(iii.) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

(B) <u>Federal Water Pollution Control Act.</u>

(i.) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq*.

(ii.) The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(iii.) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

25. **Energy Policy and Conservation Act**. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable federal, state and local laws pertaining to energy efficiency, including but not limited to, the Energy Policy and Conservation Act, as amended (42 U.S.C.A § 6201, et seq.).

26. **Byrd Anti-Lobbying Amendment**. The Contractor certifies, by signing this Contract, to the best of his or her knowledge and belief, that:

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

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

(C) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(D) The Contractor also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

27. Contract Work Hours and Safety Standards Act.

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

(B) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

(D) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

28. Non-Discrimination; Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

(A) The Contractor will not discriminate against any person, employee or applicant for work or employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices as required by applicable law setting forth the provisions of this nondiscrimination clause.

(B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will received consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin.

(C) The Contractor, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

(D) In all solicitations ether by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and applicable regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation or national origin.

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

(F) The Contractor will comply with all provisions of Executive Order 11246 and of the rules, regulations and relevant orders of the Secretary of Labor.

(G) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this

section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(H) The Contractor will comply with all provisions of Executive Order 12250 Coordination of Grant-Related Civil Rates Statutes.

(I) The Contractor will take steps to solicit employment, subcontractor, vendor, volunteer, and other employment opportunities with respect to services provided to Village under this Agreement from minority and women owned businesses.

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

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

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

29. **Force Majeure**. Except with respect to payment obligations under this Agreement, neither party hereto shall be liable for any failure to perform due to strikes, riots, civil disturbances, acts of terrorism, wars, failures or fluctuations in electrical power or telecommunications equipment, or any other cause beyond such party's reasonable control (each an "Event of Force Majeure"). The parties shall use their commercially reasonable efforts to minimize the consequences of any Event of Force Majeure.

30. **Davis Bacon Act and Copeland Anti-Kickback Act.**

(A) Compliance with Davis Bacon Act.

(i) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Village for review upon request. Current applicable wage rates will be attached to the Contract if applicable.

(ii) The Contractor agrees that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the Village pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are

imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

(B) Compliance with Copeland Anti-Kickback Act.

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

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

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

31. Access to Records.

(A) The Contractor agrees to provide the Village, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

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

(D) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the Village, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

32. **Applicable Law and Venue**. This Contract shall be subject to and governed by the laws of the State of Florida, without regard to conflict of law rules. The Parties hereby consent that jurisdiction is proper in the State of Florida for any action arising out of, under or in connection with this Contract, and that venue is proper exclusively in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, for any action arising out of this Contract.

33. **Captions**. The captions provided herein are merely for ease of reference. The captions are not part of the provisions hereof and shall have no force or effect.

34. **Materials and Supplies**. All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

35. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**. By signing this Contract, the Contractor is providing the certification set out below:

(A) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be

considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

(B) The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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

36. **Notices**. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

Notice to Contractor:

DebrisTech, LLC
Attn: Brooks Wallace
925 Goodyear Boulevard
Picayune, Mississippi 39466
Email: **Brooks@debristech.com**

Notice to Village:

Village of Biscayne Park
Attn: Krishan Manners
600 N.E. 114th Street
Biscayne Park, Florida 33161
Email: **VillageManager@biscayneparkfl.gov**

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

37. **Severability; Partial Invalidity**. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. If any provision of this Contract shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall effect the validity or enforceability of, the remaining provisions of this Agreement.

38. **Not Waiver**. The parties' respective rights under this Agreement are cumulative and either party's exercise or enforcement of any right or remedy under this Agreement will not preclude such party's exercise or enforcement of any other right or remedy which such party is entitled to enforce at law or in equity. The Contractor or the Village's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the Village may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

39. **No Adverse Construction**. This Contract shall not be construed or interpreted in favor of or against Contractor or the Village on the basis of draftsmanship or preparation of the Contract.

40. **Merger; Integration**. From and after the date this Agreement is signed by both Village and Contractor, this Agreement shall supersede all prior and contemporaneous agreements and understandings between Contractor and the Village, whether written or oral, with respect to the subject matter hereof.

41. **Amendments**. This Contract can only be amended or modified in a written document signed by both Contractor and the Village to be of any force and effect.

42. **Survival**. All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

43. **Counterparts**. This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

44. **Jury Waiver. THE CONTRACTOR AND THE VILLAGE HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM — WHETHER BASED ON CONTRACT, TORT OR OTHERWISE — ARISING OUT OF OR RELATING TO THIS CONTRACT IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE, OR ENFORCEMENT HEREOF OR THEREOF.**

IN WITNESS WHEREOF, the parties have executed this Contract for Debris Monitoring Services as of the date first written above.

CONTRACTOR:

DEBRISTECH, LLC

By: _____
Brooks R. Wallace
Manager

VILLAGE:

VILLAGE OF BISCAYNE PARK, FLORIDA
COMMISSIONERS

By: _____
Krishan Manners
Village Manager

EXHIBIT A

SCOPE OF SERVICES

SECTION 3
SCOPE OF SERVICES

3.1 BACKGROUND

The Village of Biscayne Park requires the services of a Debris Monitoring Contractor to support the oversight and management of debris recovery contractors. In addition, the Contractor may provide a range of related services including damage assessment, emergency planning and other services as needed and ordered by the Village. Other services may include communication with FEMA, other federal agencies, The State of Florida, Miami-Dade County and coordination with the villages insurance representatives.

3.2 DEFINITIONS

The term "Contract" means a binding written agreement for the solicitated work or services required by the Village containing terms and obligations governing the relationship between the Village and the awarded respondent.

The term "Contractor or Vendor" means the Proposer or Respondent that is selected and awarded a Contract pursuant to this Solicitation.

The term "Chipping" shall mean reducing the wood related materials by mechanical means into small pieces that could be used for mulch or fuel. Woody debris can be

reduced in volume by approximately 75% based on data obtained during recovery operations. The terms "chipping and mulching" are often used interchangeably.

The term "Clean As You Go Policy" shall mean cleaning all debris from each street or work zone on the first pass, whenever possible.

The term "Contract Manager" means the authorized representative designated by the Village Manager.

The term "Construction and Demolition Debris" means components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing materials, tile carpeting and floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings and fixtures.

The term "Debris" shall mean scattered items and materials either broken, destroyed or displaced by a natural disaster. Examples are trees, construction and demolition material and personal property.

The term "Debris Clearance" shall mean the clearing of the major roads by pushing debris to the roadside to accommodate emergency traffic and sometimes referred to as the first push.

The term "Debris Management site (DMS)" shall mean a location, permitted by the Florida Department of Environmental Management, where debris is sorted, processed, reduced in volume and or disposed of (if debris management activities take place at a permanent disposal site). The DMS is sometimes referred to the Temporary Debris Management site (TDMS).

The term "Debris Monitoring" shall mean actions taken by the Village or its designated representative to document eligible quantities and reasonable expenses during debris recovery operations to ensure that the work complies with the scope of work and/or is eligible for the Public Assistance Program reimbursement.

The term "Demolition" shall mean the act or process of reducing a structure as defined by state or local code to a collapsed state without preserving any elements for reuse.

The term "Debris Disposal" shall mean placing mixed debris and or residue from volume reduction operations into an approved landfill or recycling center. All locations will be contained within an approximately 30-mile radius.

The term "Drop Off Site" shall mean a site established for residents of the Village to drop off debris.

The term "Electronic Waste (E-Waste)" shall mean loosely discarded obsolete or broken electrical or electronic devises including but not limited to computers, monitors, televisions and microwaves.

The term "FDEP" means the Florida Department of Environmental Protection.

The term "FDOT" means the Florida Department of Transportation.

The term "FEMA" means the Federal Emergency Management Administration.

The term "FHWA" means the Federal Highway Administration.

The term "Force Account" shall mean labor performed by the Villages permanent fulltime, part time or temporary employees.

The term "Garbage" shall mean waste that is regularly picked up by the village or its contracted provider or other government agency, examples are food, plastics, paper and other putrescible waste.

The term "Global Positioning system (GPS)" means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth where there is an unobstructed line of site to four or more GPS satellites.

The term "Hazardous Waste" shall mean material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more characteristics as defined by the Environmental Protection Agency.

- Toxic
- Flammable
- Corrosive
- Reactive

The term "Household Hazardous Waste" shall mean used or leftover contents of consumer products that contain certain chemicals with one or more characteristics as defined by the Environmental Protection Agency.

- Toxic
- Flammable
- Corrosive
- Reactive

The term "Hazardous Stump" shall mean an uprooted tree or stump (50% or more of the root ball is exposed) on a on a public right of way, improved public property or improved property owned by certain nonprofit organizations and the exposed root ball poses an immediate threat to life, public health and safety.

The term "Infectious Waste" means waste capable of causing infections in humans including contaminated animal waste, human blood and blood products, pathological waste and discarded sharps or broken medical instruments.

The term "Legal Responsibility" shall mean in the context of debris management, a statue, formally adopted legal code or ordinance that gives local government officials responsibility to perform work on public or private property.

The term "Mixed Debris" shall mean a mixture of various types of debris including but not limited to Woody debris, C & D debris, White Goods, E Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

The term "Mulching" shall mean reducing the wood related materials by mechanical means into small pieces that could be used for mulch or fuel. Woody debris can be reduced in volume by approximately 75% based on data obtained during recovery operations. The terms "chipping and mulching" are often used interchangeably.

The term "Mutual Aid Agreement" shall mean a written understanding between communities or states obligating assistance during a disaster. See FEMA RP 9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

The term "National Response Plan" shall mean a plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structure and specific assignments and agencies involved in Federal assistance to supplement state, tribal and local efforts.

The term "Notice to Proceed" shall mean the written notice given by the Village Manager or designee to the debris monitoring contractor of the date and time for work to commence.

The term "NRCS" means the National Resources Conservation Service.

The term "OSHA" means the Occupational Safety and Health Administration of the United States Department of Labor.

The term "Outbuilding" means and structure secondary to a house such as a barn, shed or outhouse separated from the main structure.

The term "Piggyback Contract" shall mean a contract let by a government entity which is adopted and extended for use by another government entity.

The term "Proposal" mean any and all documents submitted by a Proposer in response to this Solicitation.

The term "Proposer or Respondent" means any and all individuals, corporations, joint ventures or other type of business organization submitting a response to this Solicitation.

The term "Project Manager" shall mean the Contractors representative authorized to make and execute decisions on behalf of the Contractor.

The term "Recycling" shall mean the recovery and reuse of metals, soils, construction materials any other material that may have a residual monetary value.

The term "Right of Entry" as used by FEMA shall mean a document by which a property owner confers to an eligible applicant or its contractor or the United States Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

The term "Scale/Weigh Station" shall mean a scale used to weigh truck as they enter and exit a landfill. The difference in weight determines the tonnage dumped and for which a tipping fee is charged accordingly. It may be used to determine the quantity of debris picked up and hauled.

The term "Solicitation" means this Request for Proposals (RFP) Document and all associated addenda and attachments.

The term "Stumps" shall mean tree stumps with base cut measurements less than two (2) feet in diameter measured two (2) feet above the ground and shall be disposed of with the same methods used for other debris. Tree stumps larger than two (2) feet in diameter will be disposed of by either splitting or grinding, the method is at the discretion of the contractor. Hazardous Stump Extraction and Removal shall be performed in accordance with FEMA DAP 9523.11.

The term "Tipping Fee" shall mean a fee based on weight or volume of debris dumped that is charged by landfills and other waste management facilities to cover their operating and maintenance cost, the fee may also include the cost of closing the current facility and/or opening a new facility.

The term "Vegetative Debris" shall mean clean woody debris and other organic materials that can be chipped or mulched.

The term "White Goods or Metals" shall mean discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters.

The term "Work or Services" includes all labor, equipment, supervision, expertise, maintenance and services to be provided by the awarded Contractor to successfully perform the Services required under this Solicitation.

3.3 SCOPE

A. Debris Monitoring Services

Disaster Response Administration and Documentation

Upon notification by the Village, the Contractor shall within 24 hours of request for services, submit a list of personnel to be used for each contracted event. The list will include names, addresses, phone numbers, cell numbers, driver's license numbers and job assignment areas. The Contractor shall update the list daily for any changes such as additions or deletions of staff. Any changes in key personnel such but not limited to: Project Manager and/or Field Supervisors must be approved by the Village.

A Project Manager who shall be responsible for the overall monitoring of debris contractors and the management of the Contractors monitoring team shall be the Villages point of contact. The Project Manager shall assign an Operations Manager to oversee each debris recovery contractor. The Project Manager will

be supported by the full array of resources to enhance efficiency and expedite deliverables. The Project Mangers responsibilities include:

- Coordinating daily briefings, work progress, staffing and other key items with the Village.
- Scheduling work for all team members and contractors daily.
- Scheduling and managing field staff.
- Monitoring recovery contractor's progress and making/implementing recommendations to improve efficiency and speed up recovery work.
- Assisting the Village with responding to the publics concerns and comments.
- Conducting Safety Inspections.
- Ensuring compliance with contracts by all subcontractors.
- Scheduling and conducting periodic meetings with field staff and contractors.

The Contractor shall be prepared to staff a Project Management Team consisting of the following members, however, the final determination of staffing will be made by the Village depending on need.

- Project Manager
- Operations Manager
- FEMA Coordinator
- Scheduler/Expediter
- GIS Analyst
- Field Supervisors
- Debris Site/Tower Monitors
- Environmental Specialist
- Project Inspectors (Load Ticket Data Entry Clerks)
- Billing and Invoice Analysts
- Administrative Assistants
- Field Coordinators (Crew Monitors)

The Proposer must provide resumes of all key personnel that will be involved in performing

a. Full name (including full middle name);
b. An employment history;
c. A specific description of relevant experience and skills that person has in connection with the project that is the subject of this RFP (limit one page);
d. A specific indication of what role the individual will have in this project; and
e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the Village an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the Manager's approval.

No substitutions of key personnel following contract award will be made without the prior written consent of Village of Biscayne Park. All requested substitutes must be submitted to the Village of Biscayne Park, or, together with their resumes, for approval.

Each of the successful Proposers' personnel is subject to removal from this project by the Village of Biscayne Park. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Village of Biscayne Park. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.
If applicable, each proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to any current employee of the Village.

Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

B. Services Provided by Contractor include:

1. Operational Reports and Record Documentation

The Contractor will prepare and submit operational reports throughout the duration of the recovery operations. Daily reports shall document the debris contractor's activities and progress from the previous day and shall be submitted by 10:30 a.m. to a distribution list established by the Villages Project Manager. Each daily report submitted will contain the following minimum information:

- Contractor name
- Contact number
- Reports and graphs to delineate production rates of crews their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed and hauled.

- GIS mapping data updates and digitized reports
- All GIS data must be in ERSI format 10.2 8.3 or higher version. Personnel geo-database is acceptable based on size restraints
- Data exports monthly should be at a minimum SQL server version 2000
- Scanned Documents should be at a minimum 300dpi and in jpeg, tiff or pdf file format

2. Method and Times of Payment

The Contractor will review and validate the debris removal contractor(s) invoices prior to submission to the Village for processing no later than thirty (30) days after debris removal contractor(s) submittal to the successful Contractor of this solicitation and provide a written recommendation.

The Contractor agrees that under the provisions of this contract, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Debris Monitoring Services, the Contractor shall invoice the Village monthly. All invoices shall be supported by copies of payroll distribution, receipts, bills or other documents reasonably required by the Village.

3. Technical Expertise and Guidance – As directed by the Village

The contractor shall provide the following:

- Development of Debris Plan to include staff training
- Technical support and assistance in developing public information
- Other reports and data as required by the Village

4. Other Services – As directed by the Village

The Contractor shall provide the following:

Training and Assistance:

Sessions for all key Village personnel and assistance in all disaster debris planning efforts as requested.

Preliminary Safety Assessment:

Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying, leaners, hangers, stumps and unsafe trees, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impact of the disaster.

Debris Planning Efforts:

Assist in all debris recovery planning efforts as requested by the Village. These planning efforts shall include but not limited to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.

Digitization of all source documentation:

Such as load tickets and supply to the Village

5. **Final Report**

A final report will be prepared by the Contractor and will be submitted to a distribution list as established by the Villages Project Manager within 30 days of completion of the recovery operations. Recovery Operations includes remediation of sites, closure of sites to include the final approval of FDEM and conclusion of all related operations.

At a minimum, the following information will be included in this report.

- **Discussion of disaster response requirements and results**
- **Recommendation for future disaster response strategies**
- **Copies of manifests, certificates and related documents**
- **Log books and all other data taken during the implementation of the Disaster Response Plan**

6. **Meetings and Communications**

Open timely communications and written documentation are significant actions to provide successful completion of the Disaster Response Plan. Through out the implementation of the plan, the Contractor will meet with Village representatives as directed by the Village. The Contractor will attend a pre-proposal conference for the debris recovery contractors, if so directed by the Village and will attend regular progress meetings and coordination meetings as appropriate. The Contractor must provide minutes of all meetings to the Village Project Manager and shall be provided within three (3) business days following each meeting.

7. **Field Monitoring**

The Contractor will provide a Quality Control Team consisting at a minimum of two (2) monitors per Debris Management Site and one (1) monitor per collection

crew. This team will monitor the recovery contractors for contract compliance, efficiency and regulatory compliance. They will provide feedback to the Village through their management team. They shall be equipped with state of the art technology which includes digital cameras, computers and other communication devices. They shall also have GPS units with an accuracy of three (3) meters.

8. Response Time and Mobilization

The Contractor shall comply with the following requirements:

- Satellite EOC - The Project Manager and at his discretion other key personnel shall report to the Satellite EOC at a minimum of Twenty-Four (24) prior to a hurricane event if requested by the Village. For other natural or manmade disaster, the Contractor shall report within eight (8) after notification.
- Debris Management Site(s) – The Contractor shall ensure that site monitors as specified below are deployed and operational with the beginning of debris recovery activities and the establishment of debris management sites(s). At a minimum monitoring shall consist of two (2) staff per debris site and one (1) monitor per collection crew. Final determination of staffing for debris recovery crews will be made by the Village as required by the field environment.

9. Responsibilities of the Quality Control Team

The responsibility of the quality control team includes:

- Documenting daily and weekly recovery work ensuring that proper records are maintained for trip tickets and recovery costs
- Inspecting means and methods to measure and record work and recommending changes that may be needed
- Stopping work in progress that is not being performed or documented in the appropriate manner
- Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas
- Checking work in progress to make sure that the proper work authorizations, permits and other requirements have been received
- Reporting on any improvements in work assignments, efficiency and productivity that may be appropriate.
- Maintaining digital photo documentation of recovery work on a weekly basis. All photographs presented shall show the address, description in detail of hangers, stumps and leaners removed. The team shall photograph every stump and leaner removed as well as hanger removal activities and GPS coordinates.

10. Review Permits, Licenses and Certificates

A wide variety of permits, licenses and certificates may be required to perform Debris management work depending on the assignment. The Contractor will work closely with the Village, local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses and certificates if requested. In these cases, the Contractor will identify the requirements and demonstrate compliance even though permits are not required. Some of the permits that may be required for this type of work include but may not be limited to:

- Environmental permits for asbestos/lead paint, construction or demolition permits
- Clean Water Act (NPDES) Permits for emergency discharge permit, indirect discharge permit, wetlands disturbance permits and storm water management permits
- Clean Air (Emissions) Permits for burn permits and fugitive (dust) control permit
- DMS (TDSR) and Final Disposal permits or authorizations from FDEP

11. Assessment of Debris Accumulation in Drainage Canals

The Contractor will assist the Village in assessing and documenting the debris accumulation and safety issues in the Village of Biscayne Park's drainage canals and provide the Village with a GIS map depicting canals requiring focused maintenance with GIS files and maps.

12. Work Force

It is recommended that the Contractor utilize local work force as available as travel and lodging are not covered by the Village.

13. Event Closure

The Contractor will assist the Village in preparing final reports necessary for reimbursement by FEMA and the State or other applicable agency for disaster recovery efforts by the Village staff and designated debris removal contractors. The Contractor will review the invoices submitted by the debris removal contractors and will provide a written recommendation.

14. Schedule

The Contractor will provide continuous services for a not to exceed fee (to be negotiated) and for the period specified in the Notice to Proceed. A mutual not to exceed amount will be negotiated for each operation based on the hourly rates proposed in Section 5 (Cost Proposal Form) herein. Should these services be required for a longer period, the Contractor will prepare and submit a

proposal for additional costs, consistent with the rates in the Cost Proposal Form, a revised cost will be negotiated

15. Press Release or other Public Communication

Under no circumstances shall the Contractor issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Village or the work being performed without written approval of the Village which may be withheld if for any reason the Village believes the publication of such information would be harmful to the Village.

The Contractor shall not communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval of the Village.

The Contractor and its employees, agents, subcontractors and suppliers, except where may be required by law shall not represent that any product or service provided by the Contractor or such parties has been approved or endorsed by the Village.

16. Manner of Performance

The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Village in accordance with the terms and conditions of the agreement.

The Contractor agrees that it always will employ, maintain and assign to the performance of the Services a sufficient number of qualified professionals and other personnel to meet the requirements to which reference is hereinafter made.

The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, integrity, character and licenses as necessary to perform the Services described herein in a competent and professional manner.

The Contractor shall comply with all provisions of all federal, state and local laws, statues, ordinances and regulations that are applicable to the performance of the Services herein.

End of Section

EXHIBIT B

RATE SCHEDULE

(See Attached.)

Section 5

Cost Proposal Form

Labor Rates for the services requested by the Village of Biscayne Park are shown below. Proposers may offer other required positions as necessary with the written approval of the Village Project Manager.

All such positions and applicable hourly rates shall be included with job descriptions.

Title Role	Hourly Rate (US$)
Project Manager	$75.00
Operations Manager	$85.00
FEMA Coordinator	$85.00
Scheduler / Expediters	$00.00
GIS Analyst	$00.00
Field Supervisors	$45.00
Debris Site / Tower Monitors	$35.00
Environmental Specialist	$55.00
Project Inspectors (Load Ticket Data Entry Clerks)	$00.00
Billing and Invoicing Analysts	$00.00
Administrative Assistants	$00.00
Field Coordinators (Crew Monitors)	$35.00

Positions with the hourly rate of $00.00, are not necessary when utilizing the DebrisTech ADMS and therefore will not be billed to to the client.

Village of Biscayne Park

REQUEST FOR PROPOSALS

FOR

DEBRIS MONITORING SERVICES

RFP 2019-01

APRIL 2019

Request for Proposals – Debris Monitoring Services

VILLAGE OF BISCAYNE PARK, FLORIDA
RFP 2019-01 – DEBRIS MONITORING

RFP # 2019-01

Advertisement for Request for Proposal

04/12/2019

Notice is hereby given that sealed proposals will be accepted by the Village of Biscayne Park for RFP 2019-01, **Debris Monitoring Services** for the Village of Biscayne Park.
Specifications for this project may be obtained from the Village of Biscayne Park website, http://www.biscayneparkfl.gov/index.Village Departments / RFP / RFQ / Bid Postings, or by calling 305-899-8000.
Proposals are to be sealed and addressed to Roseann Prado, Village Clerk with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward an electronic copy or an original and seven (7) copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Village of Biscayne Park, Log Cabin at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

PROPOSAL NAME: Debris Monitoring Services for the Village of Biscayne Park
PROPOSAL NO: RFP 2019-01
DUE DATE/TIME: 2:00 PM, May 03, 2019
MAIL OR DELIVER TO: Village of Biscayne Park, Village Clerk
600 NE 114 Street
Biscayne Park, FL 33161
Any questions relating to these requirements should be directed to Roseann Prado, Village Clerk, (305) 899-8000 or villageclerk@biscayneparkfl.gov.
The Village of Biscayne Park encourages Disadvantaged Business Enterprises to participate in the proposal submission process. The Village of Biscayne Park does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services.
Individuals requiring special accommodations are requested to contact the Village Clerk's office at (305) 899-8000 to make arrangements no later than three (3) calendar days prior to the submittal deadline. The Village of Biscayne Park reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of the Village of Biscayne Park.
All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.
RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.
Roseann Prado
Village Clerk
Village of Biscayne Park, Florida

Publish: Daily Business Review, April 12, 2019

Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.

An acknowledgment and/or response to each section of the proposal.

Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.

Identification of three (3) entities for which the Offeror is providing or has provided
Debris Monitoring Services of the type requested, including the name, position, and
telephone number of a contact person at each entity.

Identification of all legal claims, demands, contracts terminated, or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.

An electronic copy or one (1) original and seven (7) copies of the proposal should be mailed or delivered no later than 2:00 PM, August 06, 2018, to the Village of Biscayne Park, Village Hall 640 NE 114 Street, Biscayne Park, FL 33161.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

Company _____

Address _____

Authorized Representative _____ Title _____(Please Print)

Authorized Signature _____ Date _____

Telephone Number _____ Fax Number _____

E-mail Address _____

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Section and Title

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SECTION 1
Instruction to Offerors

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Debris Monitoring Services.
The following items are provided as general information and specifications as required by the Village of Biscayne Park.

1.1 Vendor Instructions
Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.
General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein**.** Be sure your proposal package is complete.
1.2 Governing Law
Offeror is advised that these requirements shall be fully governed by the laws of the State of Florida and that the Village of Biscayne Park may request and rely on advice, decisions, and opinions of the Attorney General of Florida and the Village Attorney concerning any portion of these requirements.
1.3 Ambiguity, Conflict, or other errors in the RFP
If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the Village of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the Village prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.
The Village may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.
1.4 Notification of Most Current Address
Firms in receipt of this RFP shall notify Rose Ann Prado, Village Clerk, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.
1.5 Proposal Preparation Cost
Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to the Village of Biscayne Park.
1.6 Signature of Proposal
A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.
If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Village of Biscayne Park prior to the submission of the proposal or with the proposal.

1.7 Economy of Presentation

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly.
Proposals that do not address each criterion may be rejected and not considered.

1.8 Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 Incorporation by Reference and Precedence

The Agreement is derived from (1) the RFP, written clarifications to the RFP and Village's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP. In the event of a dispute under the Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractor's response to the RFP.

1.10 Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Village of Biscayne Park's interpretation shall govern.

1.11 Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

1.13 Evaluation

The Village of Biscayne Park reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the Village's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. The Village of Biscayne Park shall have sole responsibility for determining a reliable source. The Village of Biscayne Park reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of the Village of Biscayne Park.

1.14 Withdrawal of Proposal

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Village Clerk any time prior to the submission deadline.

The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.15 Emergency/Declared Disaster Requirements

In the event of an emergency or if the Village of Biscayne Park is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the Village during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the Village's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

1.16 Minority-Women Business Enterprise Participation

It is the desire of Village of Biscayne Park to increase the participation of Minority (MBE) and Women owned (WBE) businesses in its contracting and procurement programs. While the Village does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

1.17 Award

The Village of Biscayne Park reserves the right to award this contract on the basis of the Best Offer in accordance with the laws of Florida, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before the Commission and present evidence concerning his responsibility.

1.18 Ownership of Proposal

All proposals become the property of the Village of Biscayne Park and will not be returned to Offerors.

1.19 Disqualification of Offeror

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to the Village of Biscayne Park certifies that the Offeror has not violated the antitrust laws of the State of Florida and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the Village believes that collusion exists among the Offerors.

1.20 Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.21 Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission from the Village of Biscayne Park.

1.22 Contract Obligation

The Village of Biscayne Park Commissioners must award the contract, and the Village Manager or other person authorized by Village of Biscayne Park Commissioners must sign the contract before it becomes binding on the Village of Biscayne Park or the Offeror. Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.23 Termination

The Village of Biscayne Park reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the Village of Biscayne Park may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the Village of Biscayne Park's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.24 Inspections

The Village of Biscayne Park reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the Village can reject the Offeror as inadequate.

1.25 Testing

The Village of Biscayne Park reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.26 Loss, Damage, or Claim

The Offeror shall fully indemnify the Village of Biscayne Park against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall fully indemnify the Village of Biscayne Park against all claims of loss or damage to the Offeror's and the Village of Biscayne Park's property, equipment, and/or supplies.

1.27 Taxes

The Contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.28 Non-Discrimination and Equal Opportunity Employment

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, Village and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

During the performance of the Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor(s)
shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

1.29 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.
Further, the Contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the Village and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

1.30 Waiver of Subrogation

Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against the Village of Biscayne Park as an indirect party to any suit arising out of personal or property damages resulting from the Offeror's performance under the agreement.

1.31 Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise,
Village of Biscayne Park may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

1.32 Insurance Requirements

The Contractor (including any and all subcontractors as defined in Section 1.33.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.
All policies of insurance shall waive all rights of subrogation against the Village, its officers, employees and agents.

Contractor shall furnish Village of Biscayne Park with Certificate of Insurance naming the Village of Biscayne Park as an additional insured.
All insurance must be written by an insurer licensed to conduct business in the State of Florida.

Minimum Insurance Requirements

Public Liability $1,000,000.00
Excess Liability $1,000,000.00
Property Insurance (policy below that is applicable to this project)**:**
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure
Workers' Compensation Statutory Coverage (See Section 1.33 Below)

1.33 Worker's Compensation Insurance

1.33.1 Definitions

1.33.1.1 Certificate of coverage ("Certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.33.1.2 Duration of the project – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the Village of Biscayne Park.

1.33.1.3 Persons providing services on the project ("subcontractor") in article 406.096 – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.33.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Florida Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, or the duration of the project.

1.33.3 The Contractor must provide a certificate of coverage to the Village of Biscayne Park prior to being awarded the contract – refer to Section 1.32 above.

1.33.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate.

1.33.5 The Contractor shall obtain from each person providing services on a project, and provide to the Village of Biscayne Park:

1.33.5.1 A certificate of coverage, prior to that person beginning work on the project, so the Village of Biscayne Park will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.33.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.33.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.33.7 The Contractor shall notify the Village of Biscayne Park in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
1.33.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Florida Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
1.33.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
1.33.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Florida Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
1.33.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
1.33.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
1.33.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
1.33.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
1.33.9.4.2 The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
1.33.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
1.33.9.6 Notify the Village of Biscayne Park in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the Provision of coverage of any person providing services on the project;
and
1.33.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.33.1.1 – 1.33.9.7 with the certificates of coverage to be provided to the person for whom they are providing services.
1.33.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Village of Biscayne Park that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
1.33.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Village of Biscayne Park to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Village of Biscayne Park.
1.33.12 By signing the contract, the Contractor expressly agrees to the following language concerning public records, as required by the Florida Statutes.

If Contractor has questions regarding the application of Chapter 119, Florida Statutes, as to Contractor's duty to provide public records relating to this Letter of Understanding, contact Village Clerk, Roseann Prado, 600 NE 114th Street, Biscayne Park, FL 33161, villageclerk@biscayneparkfl.gov **, (305) 899-8000.**

Contractor understands, acknowledges and agrees that Contractor shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by the Village of Biscayne Park to perform the service.

(2) Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law or Village policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Village.

(4) Upon completion of the contract, transfer, at no cost, to the Village all public records in possession of Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the contract, the public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must pre provided to the Village, upon request from the Village's custodian of public records, In a format that is compatible with the information technology systems of the Village.

REQUEST FOR NONCOMPLIANCE

(a) A request to inspect or copy public records relating to a Village's contract for services must be made directly to the Village. If the Village does not possess the requested records, the Village shall immediately notify the Contractor of the request, and Contractor must provide the records to the Village or allow the records to be inspected or copied within a reasonable amount of time.

(b) If Contractor does not comply with the Village's request for records, the Village shall enforce the contract provisions in accordance with the contract.

(c) Should Contractor fail to provide the public records to the Village within a reasonable time Contractor may be subject to penalties under s. 119.10.

CIVIL ACTION

(a) If a civil action is filed against Contractor to compel production of public records relating to a Village's contract for services, the court shall assess any award against Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that Contractor unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that Contractor has not complied with the request, to the Village and to the Contractor.

(b) A notice complies with subparagraph (a)2 if it is sent to the Village's custodian of public records and to Contractor at Contractor's address listed on its contract with the Village or to Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Should Contractor comply with a public records request within eight (8) business days after the notice is sent it shall not be liable for the reasonable costs of enforcement.

1.34 Delivery of Proposals

All proposals are to be delivered by 2:00 PM, May 03, 2019, to:
Village of Biscayne Park
Village Clerk
600 NE 114 Street
Biscayne Park, Florida 33161

The Village of Biscayne Park will not accept any proposals received after the stated time and date and shall return such proposals unopened to the Offeror.

The Village of Biscayne Park will not accept any responsibility for proposals being delivered by third party carriers.

Proposals shall be tightly sealed in an opaque envelope or box and plainly marked with the Proposal Number, Proposal Name, Proposal Due Date, and the Offeror's Name and Address; and shall be addressed to the Village Clerk.

Offeror must submit through electronic copy or one (1) original and seven (7) exact duplicate, numbered copies of the proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

1.35 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the Village to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that Village offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the Village may issue an addendum to all known vendors interested in the project to extend the deadline.

It will be the responsibility of the vendor to notify the Village of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The Village reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal Village processes, and bid/proposal/statement of qualifications submissions cannot be received by the Village of Biscayne Park's office by the exact time specified in the RFP and urgent Village requirements preclude amendment to the RFP, the

time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal Village processes resume.

1.36 Questions

Questions may be emailed to Roseann Prado, Village Clerk at:
villageclerk@biscayneparkfl.gov or faxed to (305) 891-7241.

1.1 Addenda

If any revision to this Solicitation becomes necessary, the Village will post written addenda on DBR – Daily Business Review at least seven days before the date scheduled for opening the responses. Please be advised that the Village may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses.

1.37 Tentative Schedule of Events

April 12, 2019 Issuance of Request for Proposal
May 03, 2019 Deadline Submission (late proposals will not be considered)
May 03, 2019 Proposals distributed to Evaluation Committee
Week of May 03, 2019 Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
By May 07, 2019 Recommendation for Award

SECTION 2.0

BACKGROUND AND SPECIAL CONDITIONS

2.1 INTRODUCTION

The Village of Biscayne Park is soliciting Proposals from qualified and experienced firms to provide monitoring of disaster debris collection and disposal operations in accordance with applicable regulations of the Federal Emergency Management Administration (FEMA).

This proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200. All awarded Contractors must take affirmative steps to utilize small and minority business and surplus area firms are used when possible in accordance with CFR Part 200, Subsection 200.321. Please refer to Attachments A – D for all applicable Federal Requirements.

The intent of the village is to select up to three (3) firms to provide the desired services in the roles of primary, secondary and tertiary vendors, however this intention does not obligate the Village to award any resulting contract to more than one proposer.

Contract (s) issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from this RFP will be activated or any work performed.

2.2 TERM OF CONTRACT

The initial term of the agreement shall be for three (3) years commencing on the date stipulated on the executed Contract, which will specify the date on which the Contractor shall commence providing operations and management services. The Village, at its sole discretion, reserves the right to extend the Contract for up to one hundred eighty (180) days beyond the current Contract period to insure continuity of services.

2.3 OPTION TO RENEW

Prior to, or upon completion, of the initial contract term, the Village reserves the option to renew this Contract for two (2) additional one (1) year periods, at terms and conditions that are mutually acceptable. At a minimum, each renewal is contingent upon continued satisfactory performance by the Successful Proposer(s) in accordance with the Scope of Services stated herein. The Village, at its sole discretion, reserves the right to extend this Contract for up to one hundred eighty (180) days beyond any exercised renewal period to insure continuity of services.

2.4 METHOD OF AWARD

See Section 4 for method of evaluation and award.

2.5 MINIMUM REQUIREMENTS

To be considered for award of this Solicitation, the Respondent must demonstrate that the firm has sufficient capabilities, resources and experience to provide the services under this Solicitation. Any Respondent that fails to meet all of the minimum qualification requirements may be deemed as Non-Responsive.

Those qualifications are as follows:

- Be registered to conduct business in the State of Florida. Proposers shall submit a copy of their active State of Florida, Division of Corporations records. Respondents submitting proposals as joint ventures shall submit a fully executed copy of their joint venture agreement. The joint venture must also comply and submit evidence of being licensed to do business in the State of Florida to be considered for this project.
- Respondents must have completed a minimum of three (3) projects of similar size or larger to the Village of Biscayne Park, scope and complexity as detailed herein. Documentation for the three projects shall include, name of project, date of the project, name of entity for which the services were provided,

entity's primary contact name, phone and email and a description and details of the project.

- Respondent must provide proof of being incorporated as a business of providing the services detailed within for at least five (5) years. The Village will require proof that a proposer is an established business operating in compliance with all local, state and federal laws.
- The Respondent must provide at least two (2) references of clients to which it has provided Debris Monitoring Services within the last ten (10) years. If available, such references should be representative of Florida public agencies

  Note: It is the sole responsibility of the Respondent to provide accurate and up to date information regarding references. If the Village is unable to verify the project information submitted or if the information is incorrect, the Respondent may be deemed Non-Responsive.

2.6 LABOR, MATERIALS AND EQUIPMENT

Unless otherwise provided in this RFP, the Respondent shall furnish the labor, materials, equipment and coordination of services required for satisfactory Contract performance.

2.7 COMMISSION MEETING

The selected Respondent(s) (Vendors) must be available to attend Village Commission meetings when required. Contractors must be prepared to answer any questions and/or provide a presentation if requested by the Commission and/or authorized Village representatives.

2.8 CONTACT INFORMATION

For any additional information concerning procedures or responding to this Solicitation, contact the Village Clerk at 305-899-8000 or via email at villageclerk@biscayneparkfl.gov . Such contact is to be for clarification purposes only. Any questions or requests for clarifications pertaining to the specifications or Scope of Work of this Request for Proposals must be submitted in writing by email. The Proposal Number and the Proposal Title must be included on all correspondence. All responses to questions or clarifications will be addressed by written addendum to the Solicitation. No questions will be received verbally or in writing on or after the deadline indicated in the Solicitation Timetable.

2.9 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS

The Village reserves the right to reject any and all Proposals and to waive minor irregularities in the procedure.

2.10 EXECUTION OF CONTRACT

The execution of a Contract is required to be executed between the Village and the selected Proposer following the selection and approval of the same at a duly noticed public meeting.

End of Section

SECTION 3
SCOPE OF SERVICES

3.1 BACKGROUND

The Village of Biscayne Park requires the services of a Debris Monitoring Contractor to support the oversight and management of debris recovery contractors. In addition, the Contractor may provide a range of related services including damage assessment, emergency planning and other services as needed and ordered by the Village. Other services may include communication with FEMA, other federal agencies, The State of Florida, Miami-Dade County and coordination with the villages insurance representatives.

3.2 DEFINITIONS

The term "Contract" means a binding written agreement for the solicitated work or services required by the Village containing terms and obligations governing the relationship between the Village and the awarded respondent.

The term "Contractor or Vendor" means the Proposer or Respondent that is selected and awarded a Contract pursuant to this Solicitation.

The term "Chipping" shall mean reducing the wood related materials by mechanical means into small pieces that could be used for mulch or fuel. Woody debris can be

reduced in volume by approximately 75% based on data obtained during recovery operations. The terms "chipping and mulching" are often used interchangeably.

The term "Clean As You Go Policy" shall mean cleaning all debris from each street or work zone on the first pass, whenever possible.

The term "Contract Manager" means the authorized representative designated by the Village Manager.

The term "Construction and Demolition Debris" means components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing materials, tile carpeting and floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings and fixtures.

The term "Debris" shall mean scattered items and materials either broken, destroyed or displaced by a natural disaster. Examples are trees, construction and demolition material and personal property.

The term "Debris Clearance" shall mean the clearing of the major roads by pushing debris to the roadside to accommodate emergency traffic and sometimes referred to as the first push.

The term "Debris Management site (DMS)" shall mean a location, permitted by the Florida Department of Environmental Management, where debris is sorted, processed, reduced in volume and or disposed of (if debris management activities take place at a permanent disposal site). The DMS is sometimes referred to the Temporary Debris Management site (TDMS).

The term "Debris Monitoring" shall mean actions taken by the Village or its designated representative to document eligible quantities and reasonable expenses during debris recovery operations to ensure that the work complies with the scope of work and/or is eligible for the Public Assistance Program reimbursement.

The term "Demolition" shall mean the act or process of reducing a structure as defined by state or local code to a collapsed state without preserving any elements for reuse.

The term "Debris Disposal" shall mean placing mixed debris and or residue from volume reduction operations into an approved landfill or recycling center. All locations will be contained within an approximately 30-mile radius.

The term "Drop Off Site" shall mean a site established for residents of the Village to drop off debris.

The term "Electronic Waste (E-Waste)" shall mean loosely discarded obsolete or broken electrical or electronic devises including but not limited to computers, monitors, televisions and microwaves.

The term "FDEP" means the Florida Department of Environmental Protection.

The term "FDOT" means the Florida Department of Transportation.

The term "FEMA" means the Federal Emergency Management Administration.

The term "FHWA" means the Federal Highway Administration.

The term "Force Account" shall mean labor performed by the Villages permanent fulltime, part time or temporary employees.

The term "Garbage" shall mean waste that is regularly picked up by the village or its contracted provider or other government agency, examples are food, plastics, paper and other putrescible waste.

The term "Global Positioning system (GPS)" means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth where there is an unobstructed line of site to four or more GPS satellites.

The term "Hazardous Waste" shall mean material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more characteristics as defined by the Environmental Protection Agency.

- Toxic
- Flammable
- Corrosive
- Reactive

The term "Household Hazardous Waste" shall mean used or leftover contents of consumer products that contain certain chemicals with one or more characteristics as defined by the Environmental Protection Agency.

- Toxic
- Flammable
- Corrosive
- Reactive

The term "Hazardous Stump" shall mean an uprooted tree or stump (50% or more of the root ball is exposed) on a on a public right of way, improved public property or improved property owned by certain nonprofit organizations and the exposed root ball poses an immediate threat to life, public health and safety.

The term "Infectious Waste" means waste capable of causing infections in humans including contaminated animal waste, human blood and blood products, pathological waste and discarded sharps or broken medical instruments.

The term "Legal Responsibility" shall mean in the context of debris management, a statue, formally adopted legal code or ordinance that gives local government officials responsibility to perform work on public or private property.

The term "Mixed Debris" shall mean a mixture of various types of debris including but not limited to Woody debris, C & D debris, White Goods, E Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

The term "Mulching" shall mean reducing the wood related materials by mechanical means into small pieces that could be used for mulch or fuel. Woody debris can be reduced in volume by approximately 75% based on data obtained during recovery operations. The terms "chipping and mulching" are often used interchangeably.

The term "Mutual Aid Agreement" shall mean a written understanding between communities or states obligating assistance during a disaster. See FEMA RP 9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

The term "National Response Plan" shall mean a plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structure and specific assignments and agencies involved in Federal assistance to supplement state, tribal and local efforts.

The term "Notice to Proceed" shall mean the written notice given by the Village Manager or designee to the debris monitoring contractor of the date and time for work to commence.

The term "NRCS" means the National Resources Conservation Service.

The term "OSHA" means the Occupational Safety and Health Administration of the United States Department of Labor.

The term "Outbuilding" means and structure secondary to a house such as a barn, shed or outhouse separated from the main structure.

The term "Piggyback Contract" shall mean a contract let by a government entity which is adopted and extended for use by another government entity.

The term "Proposal" mean any and all documents submitted by a Proposer in response to this Solicitation.

The term "Proposer or Respondent" means any and all individuals, corporations, joint ventures or other type of business organization submitting a response to this Solicitation.

The term "Project Manager" shall mean the Contractors representative authorized to make and execute decisions on behalf of the Contractor.

The term "Recycling" shall mean the recovery and reuse of metals, soils, construction materials any other material that may have a residual monetary value.

The term "Right of Entry" as used by FEMA shall mean a document by which a property owner confers to an eligible applicant or its contractor or the United States Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

The term "Scale/Weigh Station" shall mean a scale used to weigh truck as they enter and exit a landfill. The difference in weight determines the tonnage dumped and for which a tipping fee is charged accordingly. It may be used to determine the quantity of debris picked up and hauled.

The term "Solicitation" means this Request for Proposals (RFP) Document and all associated addenda and attachments.

The term "Stumps" shall mean tree stumps with base cut measurements less than two (2) feet in diameter measured two (2) feet above the ground and shall be disposed of with the same methods used for other debris. Tree stumps larger than two (2) feet in diameter will be disposed of by either splitting or grinding, the method is at the discretion of the contractor. Hazardous Stump Extraction and Removal shall be performed in accordance with FEMA DAP 9523.11.

The term "Tipping Fee" shall mean a fee based on weight or volume of debris dumped that is charged by landfills and other waste management facilities to cover their operating and maintenance cost, the fee may also include the cost of closing the current facility and/or opening a new facility.

The term "Vegetative Debris" shall mean clean woody debris and other organic materials that can be chipped or mulched.

The term "White Goods or Metals" shall mean discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters.

The term "Work or Services" includes all labor, equipment, supervision, expertise, maintenance and services to be provided by the awarded Contractor to successfully perform the Services required under this Solicitation.

3.3 SCOPE

A. Debris Monitoring Services

Disaster Response Administration and Documentation

Upon notification by the Village, the Contractor shall within 24 hours of request for services, submit a list of personnel to be used for each contracted event. The list will include names, addresses, phone numbers, cell numbers, driver's license numbers and job assignment areas. The Contractor shall update the list daily for any changes such as additions or deletions of staff. Any changes in key personnel such but not limited to: Project Manager and/or Field Supervisors must be approved by the Village.

A Project Manager who shall be responsible for the overall monitoring of debris contractors and the management of the Contractors monitoring team shall be the Villages point of contact. The Project Manager shall assign an Operations Manager to oversee each debris recovery contractor. The Project Manager will

be supported by the full array of resources to enhance efficiency and expedite deliverables. The Project Mangers responsibilities include:

- Coordinating daily briefings, work progress, staffing and other key items with the Village.
- Scheduling work for all team members and contractors daily.
- Scheduling and managing field staff.
- Monitoring recovery contractor's progress and making/implementing recommendations to improve efficiency and speed up recovery work.
- Assisting the Village with responding to the publics concerns and comments.
- Conducting Safety Inspections.
- Ensuring compliance with contracts by all subcontractors.
- Scheduling and conducting periodic meetings with field staff and contractors.

The Contractor shall be prepared to staff a Project Management Team consisting of the following members, however, the final determination of staffing will be made by the Village depending on need.

- Project Manager
- Operations Manager
- FEMA Coordinator
- Scheduler/Expediter
- GIS Analyst
- Field Supervisors
- Debris Site/Tower Monitors
- Environmental Specialist
- Project Inspectors (Load Ticket Data Entry Clerks)
- Billing and Invoice Analysts
- Administrative Assistants
- Field Coordinators (Crew Monitors)

The Proposer must provide resumes of all key personnel that will be involved in performing

a. Full name (including full middle name);
b. An employment history;
c. A specific description of relevant experience and skills that person has in connection with the project that is the subject of this RFP (limit one page);
d. A specific indication of what role the individual will have in this project; and
e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the Village an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the Manager's approval.

No substitutions of key personnel following contract award will be made without the prior written consent of Village of Biscayne Park. All requested substitutes must be submitted to the Village of Biscayne Park, or, together with their resumes, for approval.

Each of the successful Proposers' personnel is subject to removal from this project by the Village of Biscayne Park. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Village of Biscayne Park. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.
If applicable, each proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to any current employee of the Village.

Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

B. Services Provided by Contractor include:

1. Operational Reports and Record Documentation

The Contractor will prepare and submit operational reports throughout the duration of the recovery operations. Daily reports shall document the debris contractor's activities and progress from the previous day and shall be submitted by 10:30 a.m. to a distribution list established by the Villages Project Manager. Each daily report submitted will contain the following minimum information:

- Contractor name
- Contact number
- Reports and graphs to delineate production rates of crews their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed and hauled.

- GIS mapping data updates and digitized reports
- All GIS data must be in ERSI format 10.2 8.3 or higher version. Personnel geo-database is acceptable based on size restraints
- Data exports monthly should be at a minimum SQL server version 2000
- Scanned Documents should be at a minimum 300dpi and in jpeg, tiff or pdf file format

2. Method and Times of Payment

The Contractor will review and validate the debris removal contractor(s) invoices prior to submission to the Village for processing no later than thirty (30) days after debris removal contractor(s) submittal to the successful Contractor of this solicitation and provide a written recommendation.

The Contractor agrees that under the provisions of this contract, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Debris Monitoring Services, the Contractor shall invoice the Village monthly. All invoices shall be supported by copies of payroll distribution, receipts, bills or other documents reasonably required by the Village.

3. Technical Expertise and Guidance – As directed by the Village

The contractor shall provide the following:

- Development of Debris Plan to include staff training
- Technical support and assistance in developing public information
- Other reports and data as required by the Village

4. Other Services – As directed by the Village

The Contractor shall provide the following:

Training and Assistance:

Sessions for all key Village personnel and assistance in all disaster debris planning efforts as requested.

Preliminary Safety Assessment:

Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying, leaners, hangers, stumps and unsafe trees, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impact of the disaster.

Debris Planning Efforts:

Assist in all debris recovery planning efforts as requested by the Village. These planning efforts shall include but not limited to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.

Digitization of all source documentation:

Such as load tickets and supply to the Village

5. Final Report

A final report will be prepared by the Contractor and will be submitted to a distribution list as established by the Villages Project Manager within 30 days of completion of the recovery operations. Recovery Operations includes remediation of sites, closure of sites to include the final approval of FDEM and conclusion of all related operations.

At a minimum, the following information will be included in this report.

- Discussion of disaster response requirements and results
- Recommendation for future disaster response strategies
- Copies of manifests, certificates and related documents
- Log books and all other data taken during the implementation of the Disaster Response Plan

6. Meetings and Communications

Open timely communications and written documentation are significant actions to provide successful completion of the Disaster Response Plan. Through out the implementation of the plan, the Contractor will meet with Village representatives as directed by the Village. The Contractor will attend a pre-proposal conference for the debris recovery contractors, if so directed by the Village and will attend regular progress meetings and coordination meetings as appropriate. The Contractor must provide minutes of all meetings to the Village Project Manager and shall be provided within three (3) business days following each meeting.

7. Field Monitoring

The Contractor will provide a Quality Control Team consisting at a minimum of two (2) monitors per Debris Management Site and one (1) monitor per collection

crew. This team will monitor the recovery contractors for contract compliance, efficiency and regulatory compliance. They will provide feedback to the Village through their management team. They shall be equipped with state of the art technology which includes digital cameras, computers and other communication devices. They shall also have GPS units with an accuracy of three (3) meters.

8. Response Time and Mobilization

The Contractor shall comply with the following requirements:

- Satellite EOC - The Project Manager and at his discretion other key personnel shall report to the Satellite EOC at a minimum of Twenty-Four (24) prior to a hurricane event if requested by the Village. For other natural or manmade disaster, the Contractor shall report within eight (8) after notification.
- Debris Management Site(s) – The Contractor shall ensure that site monitors as specified below are deployed and operational with the beginning of debris recovery activities and the establishment of debris management sites(s). At a minimum monitoring shall consist of two (2) staff per debris site and one (1) monitor per collection crew. Final determination of staffing for debris recovery crews will be made by the Village as required by the field environment.

9. Responsibilities of the Quality Control Team

The responsibility of the quality control team includes:

- Documenting daily and weekly recovery work ensuring that proper records are maintained for trip tickets and recovery costs
- Inspecting means and methods to measure and record work and recommending changes that may be needed
- Stopping work in progress that is not being performed or documented in the appropriate manner
- Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas
- Checking work in progress to make sure that the proper work authorizations, permits and other requirements have been received
- Reporting on any improvements in work assignments, efficiency and productivity that may be appropriate.
- Maintaining digital photo documentation of recovery work on a weekly basis. All photographs presented shall show the address, description in detail of hangers, stumps and leaners removed. The team shall photograph every stump and leaner removed as well as hanger removal activities and GPS coordinates.

10. Review Permits, Licenses and Certificates

A wide variety of permits, licenses and certificates may be required to perform Debris management work depending on the assignment. The Contractor will work closely with the Village, local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses and certificates if requested. In these cases, the Contractor will identify the requirements and demonstrate compliance even though permits are not required. Some of the permits that may be required for this type of work include but may not be limited to:

- Environmental permits for asbestos/lead paint, construction or demolition permits
- Clean Water Act (NPDES) Permits for emergency discharge permit, indirect discharge permit, wetlands disturbance permits and storm water management permits
- Clean Air (Emissions) Permits for burn permits and fugitive (dust) control permit
- DMS (TDSR) and Final Disposal permits or authorizations from FDEP

11. Assessment of Debris Accumulation in Drainage Canals

The Contractor will assist the Village in assessing and documenting the debris accumulation and safety issues in the Village of Biscayne Park's drainage canals and provide the Village with a GIS map depicting canals requiring focused maintenance with GIS files and maps.

12. Work Force

It is recommended that the Contractor utilize local work force as available as travel and lodging are not covered by the Village.

13. Event Closure

The Contractor will assist the Village in preparing final reports necessary for reimbursement by FEMA and the State or other applicable agency for disaster recovery efforts by the Village staff and designated debris removal contractors. The Contractor will review the invoices submitted by the debris removal contractors and will provide a written recommendation.

14. Schedule

The Contractor will provide continuous services for a not to exceed fee (to be negotiated) and for the period specified in the Notice to Proceed. A mutual not to exceed amount will be negotiated for each operation based on the hourly rates proposed in Section 5 (Cost Proposal Form) herein. Should these services be required for a longer period, the Contractor will prepare and submit a

proposal for additional costs, consistent with the rates in the Cost Proposal Form, a revised cost will be negotiated

15. Press Release or other Public Communication

Under no circumstances shall the Contractor issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Village or the work being performed without written approval of the Village which may be withheld if for any reason the Village believes the publication of such information would be harmful to the Village.

The Contractor shall not communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval of the Village.

The Contractor and its employees, agents, subcontractors and suppliers, except where may be required by law shall not represent that any product or service provided by the Contractor or such parties has been approved or endorsed by the Village.

16. Manner of Performance

The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Village in accordance with the terms and conditions of the agreement.

The Contractor agrees that it always will employ, maintain and assign to the performance of the Services a sufficient number of qualified professionals and other personnel to meet the requirements to which reference is hereinafter made.

The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, integrity, character and licenses as necessary to perform the Services described herein in a competent and professional manner.

The Contractor shall comply with all provisions of all federal, state and local laws, statues, ordinances and regulations that are applicable to the performance of the Services herein.

End of Section

SECTION 4.0

EVALUATION/SELECTION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if it is responsive to the submittal requirements outlined in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all the necessary documentation, is submitted in the format outlined in this Solicitation, is submitted in a timely manner and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed Non-Responsive.

Proposal Evaluation and Selection

Prior to the receipt of proposals, the Village will establish an Evaluation Committee. The Committee is expected to include representatives from the Village of Biscayne Park.

Evaluation Criteria:

This RFP represents the beginning of a competitive selection process. The proposals generated should in no way be construed as a contract for services. Submission of a proposal is an express acceptance of the Minimum Requirements and an affirmation of an ability and commitment to meet or exceed the Performance Expectations cited previously in the RFP.

All proposals will be initially reviewed to determine if they are responsive to the RFP on a form and content basis. Those proposals deemed non-responsive may be eliminated from consideration.

The responsive proposals will be evaluated by a committee. Proposers may be requested to present their proposal to the evaluation committee and to entertain an on-site visit from Village of Biscayne Park staff at an operational location of the proposer.

The criteria to be used in evaluating the proposals are stated below in priority order:

- Scope of services proposed. A comparison will be made of the proposal to the RFP taking into consideration clarity, convenience, responsiveness and overall quality of proposal. (15%)
- Total cost. Cost of services will be considered over the entire engagement. Village of Biscayne Park, however, is not committed to the selection of the lowest cost proposer, only to the selection of the proposer which is most advantageous. (15%)
- Each proposal will include a price summary form. (15%)

- Demonstrated successful Florida experience with entities of similar or larger size than Village of Biscayne Park. (15%)

- Proposed Approach, understanding of and response to scope. (10%)
- Similar Projects completed by proposed Project manager and other key staff. (10%)
- Financial standing and capacity of the proposer. (10%)
- References. (10%)

The Evaluation Committee may elect to require an oral presentation from each qualified Proposer of the information contained in their proposal.

Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Proposer and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. The Village of Biscayne Park will collect all scores and aggregate the scores of all Committee members. The Village Clerk will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP.

Upon the selection of an apparent successful Proposer, the Village of Biscayne Park Commission shall appoint the Village Manager to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Proposer may commence. This process may continue until a contract is signed or the RFP is withdrawn.

However, the Village may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Proposers immediately following execution of a written contract.

Key staff of the Village will be available to the successful Proposer on a reasonable basis but may not be available on holidays or weekends. The Village of Biscayne Park staff will be available for your assistance during regular business hours and wishes to be an integral part of this management and performance review.

4.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

a. Transmittal Letter
b. Executive Summary
c. Table of Contents
d. Offeror Identifying Information
e. Offeror Personnel and Organization
f. Project Requirements
g. Other information that may be helpful in the evaluation

4.3 Transmittal Letter

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal and includes a commitment by that entity to provide the services required by the Village. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the Village. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

The transmittal letter must include a statement of acceptance of the Standards of Performance for the contract resulting from this RFP.

4.4 Executive Summary

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary.

However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

4.5 Table of Contents

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

4.6 Offeror Identifying Information

Offerors must provide the following identifying information:

a. Name and address of business entity submitting the proposal;

b. Type of business entity (i.e., corporation, partnership);
c. Place of incorporation, if applicable;
d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
f. The Offeror's Federal Employer Identification Number;
g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform services on this project; and
h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

4.7 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the Village or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the Village or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The Village will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any Village agency, entity, Village employee, or other person in anyway, involved in the Village's procurement and/or contracting processes. It shall be the sole prerogative of the Village to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS MAY RESULT IN THE REJECTION OF ITS PROPOSAL.

END OF SECTION

Section 5

Cost Proposal Form

Labor Rates for the services requested by the Village of Biscayne Park are shown below. Proposers may offer other required positions as necessary with the written approval of the Village Project Manager.

All such positions and applicable hourly rates shall be included with job descriptions.

Title Role	Hourly Rate (US$)
Project Manager	
Operations Manager	
FEMA Coordinator	
Scheduler / Expediters	
GIS Analyst	
Field Supervisors	
Debris Site / Tower Monitors	
Environmental Specialist	
Project Inspectors (Load Ticket Data Entry Clerks)	
Billing and Invoicing Analysts	
Administrative Assistants	
Field Coordinators (Crew Monitors)	

RESPONDENT, INDIVIDUAL, PARTNERSHIP, CORPORATION OR ASSOCIATION RESPONDING TO THIS SOLICITATION CERTIFIES THAT ALL STATEMENTS MADE IN THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE.

1. Respondent agrees to hold this offer open for a period of 90 days from the deadline for receipt of proposals.
2. Respondent understands and agrees to be bound by the conditions contained in this solicitation and shall conform to all requirements.

Authorized Respondent Representative Date

ATTACHMENTS

ATTACHMENT "A"

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards.

ATTACHMENT "B"

Public Assistance Debris Management Guide

ATTACHMENT "C"

Public Assistance Debris Monitoring Guide

ATTACHMENT "D"

Disaster Assistance Policy 9523.11
Hazardous Stump Extraction and Removal Eligibility

ATTACHMENT "E"

Non- Collusion Affidavit

APPENDIX II TO PART 200—CONTRACT
PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ''Anti- Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ''Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non- Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of

the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of ''funding agreement'' under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with

obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are ''unallowable'' to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

Public Assistance

Debris Management Guide

FEMA-325 / July 2007

FEMA

Foreword

The Federal Emergency Management Agency (FEMA) encourages State and local governments, tribal authorities, and private non-profit organizations to take a proactive approach to coordinating and managing debris removal operations as part of their overall emergency management plan. Communities with a debris management plan are better prepared to restore public services and ensure the public health and safety in the aftermath of a disaster, and they are better positioned to receive the full level of assistance available to them from FEMA and other participating entities.

The core components of a comprehensive debris management plan incorporate best practices in debris removal, reflect FEMA eligibility criteria, and are tailored to the specific needs and unique circumstances of each applicant. FEMA developed this guide to provide applicants with a programmatic and operational framework for structuring their own debris management plan or ensuring that their existing plan is consistent with FEMA's eligibility criteria. This framework:

1. Identifies and explains the debris removal eligibility criteria that applicants must meet in order to receive assistance under the FEMA Public Assistance (PA) Program
2. Provides a blueprint for assembling an effective and responsive plan for the entire debris management cycle
3. Outlines the FEMA Public Assistance debris removal organizational structure and strategy

We encourage local officials to review their community's vulnerability to a disaster and to consider how to manage large-scale debris clearance, removal, and disposal operations should the need arise. Your State emergency management agency and the FEMA regional office may provide additional technical assistance in your area.

An electronic version of this guide is available on FEMA's website at fema.gov. **Because this document is not exhaustive and the provisions are subject to modification, consultation with the State and FEMA may be necessary.**

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PART I – PUBLIC ASSISTANCE ELIGIBILITY

Part I – Public Assistance Eligibility

Introduction

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. § 5121, et seq. (hereinafter referred to as the Stafford Act), authorizes the FEMA Public Assistance Program to award Federal funding to State and local governments, Federally recognized tribes, and eligible private non-profit organizations in order to assist them in their disaster response and recovery activities. Specifically, the Program provides assistance for debris removal, implementation of emergency protective measures, and permanent restoration of eligible facilities and infrastructure.

A fundamental goal of the Public Assistance Program is to ensure that everyone shares a common understanding of the Public Assistance Program policies and procedures. To support this goal, FEMA has undertaken an effort to provide its State, tribal, and local partners with more and better information about the Public Assistance Program. Part I describes the Public Assistance Program's basic debris eligibility criteria and is intended to be a reference for planning and recovery purposes.

This document provides a summary of the eligibility criteria specifically for debris removal operations. For a more comprehensive understanding of the Public Assistance Program, additional information regarding FEMA Public Assistance policies, Fact Sheets, and guidance materials, including *FEMA 321 – Public Assistance Policy Digest, FEMA 322 – Public Assistance Guide, and FEMA 323 – Public Assistance Applicant Handbook, c*an be obtained online at fema.gov.

Chapter 1 – Public Assistance Debris Removal Eligibility

Chapter Highlights

Public Assistance Grant Program
General Eligibility Criteria
- Definition of Eligibility
- Grantee/Subgrantee
- Facility
- Work
- Public Interest
- Reasonable Cost

Environmental and Historic Preservation Special Considerations
- National Environmental Policy Act
- Executive Orders

Duplication of Benefits
- Other Federal Agencies
- Insurance Settlements
- Salvage Value

Public Assistance Grant Program

The Federal government may provide grants through the Public Assistance Program to reimburse the response and recovery efforts of an applicant (State and local governments, and certain private non-profit organizations) for Presidentially declared disasters. To receive supplemental disaster assistance under the Public Assistance Program, applicants must meet FEMA eligibility criteria.

An applicant may conduct debris operations in any manner it deems appropriate. However, only costs associated with applicants, facilities, and work deemed eligible according to FEMA eligibility criteria and complying with special consideration requirements are reimbursed under the Public Assistance Program. Therefore, these eligibility criteria and special consideration requirements should be taken into consideration by the applicant when developing its debris management plan.

General Eligibility Criteria

Definition of Eligibility

Eligible means qualifying for and meeting the stipulated requirements of the Public Assistance grant. The term eligible can be applied to applicants, facilities, work, and costs.

Eligibility is based on a hierarchy of statute, regulations, policies, fact sheets, guidance documents, and disaster-specific documents:

- **Statute** is the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121 et seq. (Stafford Act), the authority governing the Public Assistance Program.
- **Regulations,** which are published in 44 Code of Federal Regulations (CFR), Parts 13 and 206, implement and interpret the statute.
- **Policies** are written to apply the statute and regulations to specific subjects and situations.
- **Fact Sheets, guidance documents, and disaster-specific documents** provide clarification and detailed explanations of issues and concerns.

The terms **ineligible** or **not eligible** are used to indicate the applicant, facility, work, or cost does not qualify for a Public Assistance grant.

Grantee/Subgrantee

Grantee means the government, usually the State, to which a grant is awarded by the Federal government and is accountable for the use of the funds provided.

Subgrantee (applicant) is the entity to which a subgrant is awarded and is accountable to the grantee for the use of the funds provided. Four types of subgrantees are eligible for Public Assistance grants:

1. State government agencies, such as:

    - State department of transportation
    - State environmental resources agency
    - State parks agency

2. Local governments, such as:

    - Towns, cities, counties, boroughs
    - Municipalities, townships
    - Local public authorities

3. Private Non-Profit (PNP) organizations or institutions that own or operate facilities that provide certain services otherwise performed by a government agency. Eligible facilities are limited to:

    - Educational
    - Emergency
    - Medical

- Utility
- Custodial care
- Irrigation
- Other essential governmental services, which are open to the general public and do not fall into one of the categories described above include community centers, rehabilitation facilities, homeless shelters, libraries, museums, senior citizen centers, shelter workshops, zoos, performing arts facilities, community arts centers, and health and safety services of a governmental nature.

4. Federally recognized Indian Tribes or authorized tribal organizations and Alaskan Native village organizations. This does not include Alaska Native Corporations, which are owned by private individuals. Indian Tribal Governments may serve as a grantee instead of a subgrantee.

Since this document speaks specifically to debris issues, it is assumed the city, county, township, or other governing body will take responsibility for planning and implementing the debris operations. The terms "jurisdiction" and "governing body" are used to indicate the eligible applicant planning or implementing the debris management operation.

Facility

A facility is any publicly or privately owned building, works, system, or equipment, built or manufactured, or an improved and maintained natural feature. Land used for agricultural purposes is not an eligible facility. The eligible facility must be located in the designated disaster area and must be the legal responsibility of an eligible applicant.

Work

FEMA characterizes work eligible for Public Assistance grants as either emergency or permanent work. These are classified into seven different categories identified by letters A through G. This document discusses only emergency work, Category A – Debris Removal and Category B – Emergency Protective Measures. To be eligible, an item of work must meet all of the following:

- Be required as a result of the disaster event;
- Be located within a designated disaster area, except that sheltering and evacuation activities may be located outside of the designated disaster area; and
- Be the legal responsibility of an eligible applicant.

Public Interest

Eligible debris work must be in the public interest, which is defined as work necessary to meet the following:

- Eliminate immediate threats to life, public health and safety;
- Eliminate immediate threats of significant damage to improved public or private property;
- Ensure economic recovery of the affected community to the benefit of the community-at-large; or
- Mitigate the risk to life and property by removing substantially damaged structures and associated appurtenances as needed to convert property acquired through a FEMA hazard mitigation program to uses compatible with open space, recreation, or wetlands management practices.

Reasonable Cost

A reasonable cost is defined by the Office of Management and Budget (OMB) Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments* and Circular A-122, *Cost Principles for Non-Profit Organizations*, as a cost which in its nature and amount does not exceed that which would be incurred by a prudent person under the circumstance prevailing at the time the decision was made to incur the cost. Considerations include evaluating historical costs for similar work, analyzing costs for similar work in the region, reviewing published unit cost data for the work, or comparing costs with the FEMA Schedule of Equipment Rates and Cost Codes. The source of costs may include: the applicant's force account labor, equipment, and materials; contracted services; and mutual aid agreements. Costs are discussed further in Chapter 2, *Costs*.

Environmental and Historic Preservation Special Considerations

State and local regulations, laws, and ordinances need to be addressed and followed for all environmental and historic preservation issues.

FEMA uses the term "special considerations" to describe issues other than basic program eligibility that affect the scope of work and funding for a project. Applicants have a critical role in identifying and resolving special considerations issues. The applicant should assist FEMA by identifying the issues as early as possible and providing the information necessary for review. A brief description of environmental and historic preservation special considerations that relate to debris operations are set forth below.

National Environmental Policy Act

The National Environmental Policy Act (NEPA) requires every Federal agency to follow a specific planning process to ensure that agency decision-makers and applicants have considered and the general public is fully informed about, with the opportunity to comment on, the environmental consequences of a Federally funded action. This review and consultation process is used to evaluate the impact a project and its alternatives may have on the environment. The review process required by NEPA is usually the vehicle through which FEMA addresses other environmental laws and regulations; however, FEMA is provided with statutory exclusions under Section 316 of the Stafford Act. These exclusions exempt certain actions from the NEPA review process and generally include debris removal, clearance of roads, and demolition of unsafe structures. If an action is not statutorily excluded, the appropriate level of NEPA review must be determined. FEMA makes the statutory exclusion determinations.

It should be noted that compliance with other individual laws such as the Endangered Species Act, the National Historic Preservation Act, the Clean Air Act, and the Clean Water Act is still required, even when a project is statutorily excluded from NEPA review. Environmental laws and regulations that may impact debris operations are briefly described in the following sections.

Clean Water Act

The Clean Water Act (CWA) establishes the basic structure for regulating discharges of pollutants into the waters of the United States. It makes it unlawful for any person to discharge any pollutant from a specific source into navigable waters, unless a permit was obtained under its provisions. Through Section 404 of CWA, permits are required to discharge dredged and fill materials into waters of the United States, including wetlands.

Section 402 of CWA implements the National Pollutant Discharge Elimination System, which establishes a permit program controlling water pollution by regulating point sources that discharge pollutants into the waters of the United States.

Debris removal projects such as dredging, demolition, and construction and operation of sites used for debris management must comply with the requirements of CWA as administered by the Federal, State, or local regulatory agency.

Clean Air Act

The Clean Air Act was established to protect the nation's air through the reduction of smog and atmospheric pollution. Several State and local governments have enacted similar legislation, either implementing Federal programs or implementing more stringent air quality requirements within their jurisdictions.

Projects that are funded under the Public Assistance Program such as debris clearance, removal, disposal, recycling, reduction, and demolition, must comply with the air quality standards required by the Federal, State, or local regulatory agencies.

Coastal Barrier Resources Act

The Coastal Barrier Resources Act (CBRA) restricts Federal expenditures and financial assistance that encourage development of coastal barriers so that damage to property, fish, wildlife, and other natural resources associated with the coastal barrier is minimized. Coastal barriers are located along the Atlantic and Gulf Coasts and along the Great Lakes. They are identified on FEMA's Flood Insurance Rate Maps as Coastal Barrier Resources System (CBRS) units.

Costs for debris removal and emergency protective measures in designated CBRS units may be eligible for reimbursement under the Public Assistance Program provided the actions eliminate an immediate threat to lives, public health and safety, or protect improved property.

Resource Conservation and Recovery Act

The Resource Conservation and Recovery Act (RCRA) requires safe disposal of waste materials, promotes the recycling of waste materials, and encourages cooperation with local agencies. It applies to disposal of disaster-generated debris and is of particular concern when hazardous materials may be present.

Endangered Species Act

The Endangered Species Act (ESA) prohibits Federal actions that cause unnecessary harm to species listed as threatened or endangered, or the destruction or adverse modification of the habitat for these species. Endangered species include mammals, fish, birds, reptiles, and amphibians, as well as plants and insects. If a project involves the known habitat of a threatened or endangered species, FEMA must consult with the United States Fish and Wildlife Service and the National Marine Fisheries Service before approving funding for that project.

National Historic Preservation Act

The National Historic Preservation Act (NHPA) requires Federal agencies to take into account the effects of their undertakings on historic properties. Federal agencies must consult with parties who have an interest in the effects of the undertaking in order to identify the affected historic properties, assess the effect of the undertaking on historic properties, and seek ways to avoid, minimize, or treat any adverse effects on historic properties. FEMA complies with NHPA and its implementing regulations in 36 CFR Part 800, either by executing Statewide programmatic agreements or by following standard regulatory procedures, commonly referred to as the Section 106 Process.

Historic properties include districts, buildings, structures, objects, landscapes, archaeological sites, and traditional cultural properties that are included in, or eligible for inclusion in, the National Register of Historic Places. These properties are not just old buildings or well-known historic sites, but places important in local, State, or national history. Facilities as diverse as bridges and water treatment plants may be considered historic. The National Register of Historic Places is a list of recognized historic properties. However, this list is not complete, and States may have additional properties with historic significance. Through the use of programmatic agreements, FEMA has delegated the identification and evaluation tasks to State Historic Preservation Officers (SHPO) in many States.

Coastal Zone Management Act

The Coastal Zone Management Act (CZMA) encourages the management of coastal zone areas and provides grants to be used in maintaining coastal zone areas. It requires that Federal agencies be consistent in enforcing the policies of State coastal zone management programs when conducting or supporting activities that affect a coastal zone. It is intended to ensure that Federal activities are consistent with State programs for the protection and, where possible, enhancement of the nation's coastal zones.

Fish and Wildlife Coordination Act

The Fish and Wildlife Coordination Act authorizes the United States Fish and Wildlife Service to administer programs for the planning, development, maintenance, and coordination of State wildlife resource conservation and rehabilitation. If a proposed project would destroy wildlife habitat or modify a natural stream or body of water, it requires an evaluation of that action's impact on fish and wildlife.

Wild and Scenic Rivers Act

The Wild and Scenic Rivers Act (WSRA) was established by Congress to preserve selected rivers in its free-flowing condition in order to protect the water quality and fulfill other national conservation purposes. These rivers are considered protected, much like a national wildlife refuge. Federal agencies may not fund projects that would have a direct and adverse effect on the values for which a river was designated. If a proposed project is located on a river designated as wild and scenic, FEMA must review it for compliance with WSRA.

Executive Orders

In addition to the laws described above, several Executive Orders (EOs) issued by the President also affect Public Assistance Program projects. The EOs that most frequently affect the Public Assistance Program are the following:

EO 11988 requires Federal agencies to undertake certain responsibilities for floodplain management. FEMA's procedures for complying with this EO are outlined in 44 CFR Part 9.

EO 11990 outlines the protection of wetlands and requires a planning process that considers alternatives and evaluates impacts to wetlands. The process for complying with this EO is similar to that for complying with EO 11988 and is outlined in 44 CFR Part 9.

EO 12898 requires Federal agencies to evaluate actions for disproportionately high and adverse effects on minority or low-income populations and to find ways to avoid or minimize these impacts where possible. Field personnel should identify any neighborhoods or communities with minority or low-income populations.

Duplication of Benefits

In accordance with Section 312 of the Stafford Act, no applicant will receive assistance for any loss for which financial assistance has been received under any other program or from insurance or from any other source. Therefore, the use of Federal or State funds, insurance settlements, and other grants or cash donations granted for the same purpose constitutes a duplication of benefits.

Other Federal Agencies

If another Federal agency has the authority to provide an applicant with assistance for debris removal operations, FEMA cannot provide funds for that project. Applicants should pursue funding assistance offered through those agencies.

The Federal Highway Administration (FHWA), United States Army Corps of Engineers (USACE), National Resources Conservation Service (NRCS), Environmental Protection Agency (EPA), Department of Housing and Urban Development (HUD), and United States Coast Guard (USCG) may provide assistance to applicants for certain debris removal activities. Applicants must become aware of the agencies' roles, responsibilities, and jurisdictions to ensure a duplication of benefits does not occur between other Federal agencies and FEMA. Descriptions of other Federal agencies and their programs are found in Appendix G, *FEMA RP9580.202, Fact Sheet: Debris Removal - Authorities of Federal Agencies*.

Insurance Settlements

Insurance policies that include coverage for debris removal activities are potentially a duplication of benefits. The applicant should contact its insurance provider for a statement of loss to determine the amount of insurance settlement related to debris removal. The insurance settlement is reflected in the Public Assistance grant as a line-item credit against the eligible cost for the project.

Similarly, applicants should be aware that some residents within a declared disaster area may obtain funds for removing debris from their property through their homeowner insurance or

under the FEMA Individual Assistance (IA) Program. Should residents receive funds under the IA Program or insurance proceeds for the removal and disposal of debris from their properties, but also place debris at the curbside rights-of-way, the applicant should make a concerted effort to collect the proportionate cost of the curbside removal from those residents in an effort to comply with Section 312 of the Stafford Act.

While FEMA understands that this could become an arduous task, applicants can put in place protocols to inform residents that receiving a benefit for the same purpose from the Federal government or any other source is in violation of Federal law.

When applicants receive reimbursements from residents for the cost of curbside collection, applicants are required to report the total amount of proceeds collected from those residents to FEMA. The Federal share of the Public Assistance grant is calculated after the reimbursement proceeds are reduced from the total cost of the curbside collection.

Salvage Value

Applicants may choose to recover materials from disaster debris for beneficial uses. Applicants may sell materials such as metals, woody debris, concrete, masonry, or other types of debris to recyclers, to the construction or agricultural industry, or to energy generators. The salvage value for various recyclable or reusable debris materials depends on the regional recycling markets.

Applicants that sell disaster debris for a salvage value must offset the cost of the eligible debris removal work by the revenues received from the sale of the debris. Applicants must document and report to FEMA the revenues obtained through the sale of debris materials. Public Assistance grant funding is limited to the Federal share of the difference between the amount of revenue received and the cost of the debris removal.

Applicants that contract for debris removal may allow the contractor to take possession of the recoverable debris materials. This type of agreement must take into account the salvage value, and the applicant should negotiate a credit to reflect this value within the terms of the contract. The sale of the recoverable disaster debris materials should offset the cost of the contracted services.

Chapter 2 – Costs

Chapter Highlights

Applicant Resources
- Labor
- Equipment
- Documentation

Mutual Aid Agreements

Contract Services
- Competition
- Methods of Procurement
- Types of Contracts

Other Considerations
- Contract Scope of Work Recommendations
- Piggyback Contracts
- Prohibited Contracts

Additional Contract Requirements

Applicant Resources

Eligible work accomplished with an applicant's own labor, equipment, and materials may be funded under the Public Assistance Program. An applicant's employees' labor and an applicant's equipment are called force account labor and force account equipment, respectively. It is important for the applicant's staff to document hours worked and equipment used to complete the eligible work.

Labor

For debris removal work, overtime labor costs (including benefits) are eligible for permanent employees, reassigned employees, and seasonal employees used during the season of anticipated employment. The cost of straight-time labor costs (including benefits) of an applicant's permanently employed personnel are not eligible in calculating the cost of eligible emergency work, which includes debris removal. Straight-time and overtime is determined in accordance with an applicant's pre-disaster policies, which should be applied consistently in both disaster and non-disaster situations.

Both straight-time and overtime labor costs are eligible for non-budgeted employees assigned specifically to perform emergency work.

Please refer to Appendix G, *FEMA RP9525.7, Labor Costs - Emergency Work* for specific eligibility guidance regarding labor costs for permanent, temporary, essential, reassigned, and seasonal employees.

Equipment

Reimbursement for the use of force account equipment is limited to the time the equipment is actually in use. Standby and idle time are not eligible for Public Assistance grant funding.

Force account equipment may be reimbursed at an hourly rate. This hourly rate typically includes the operation, depreciation, maintenance, and fuel for that particular piece of equipment, but does not include operator labor cost. FEMA publishes a FEMA Schedule of Equipment Rates, which is available online at fema.gov.

FEMA may recognize State equipment rates. Applicants that use rates established under State guidelines in their normal day-to-day operations may use State rates up to $75 per hour upon Public Assistance Program approval of the cost development methodology. Rates over $75 per hour may be approved by FEMA on a case-by-case basis.

FEMA may also recognize an applicant's use of rates developed by a local government in their normal day-to-day operations. Reimbursement is based either on the local rates or the FEMA Schedule of Equipment Rates, whichever is less. If the local rate is lower and the applicant certifies that the local rate does not reflect the actual cost, the FEMA Schedule of Equipment Rates may be used.

Documentation

Appendix C, *FEMA Forms* are frequently used to document work completed with force account labor and equipment. The FEMA summary record forms provide the minimum information required for Public Assistance grant reimbursement consideration. These summary record forms are not required forms; the applicant may use its own forms or accounting summary, or alter the FEMA forms to fit its needs, as long as the minimum information required is provided.

Applicants are required to maintain source documentation such as timesheets, work logs, and equipment use sheets, that show the work was disaster-related and support the hours claimed on the force account summary forms submitted for the project.

Mutual Aid Agreements

Applicants may have agreements with other jurisdictions and agencies for the provision of debris management services in the event of an emergency. The employees of the entity providing supplemental assistance are considered as extra hires or contract labor; therefore, both straight-time and overtime are eligible. FEMA will reimburse mutual aid costs provided that:

- The assistance is requested by the receiving applicant;

- The work performed is directly related to the disaster and is otherwise eligible for FEMA assistance;
- The entity that received the aid incurred a cost for that aid, i.e. the providing jurisdiction or agency bills the receiving applicant for the service;
- Provision of services under the agreement are not contingent upon declaration of a major disaster or emergency by FEMA; and
- The requesting and providing entities can provide documentation of rates and payment for services.

FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance contains additional information on mutual aid agreements and is available online at fema.gov.

Contract Services

An applicant may hire a contractor to perform such work as debris clearance, removal, disposal, reduction, recycling, and/or monitoring. Public Assistance grant funding is limited to the scope of work necessary to remove debris that is an immediate threat to life, public health and safety, or poses an immediate threat of significant damage to improved public or private property. Moreover, the costs must be reasonable for the respective scope of work in order to be eligible for Public Assistance grant reimbursement. The procurement of the contract is subject to all provisions of 44 CFR Part 13. The full text of 44 CFR Part 13 is available online through the United States Government Printing Office at gpoaccess.gov.

Appendix G, *FEMA RP9580.4, Fact Sheet: Debris Operations - Clarification: Emergency Contracting vs. Emergency Work* should be reviewed by the applicant and taken into consideration when soliciting contractors.

Contracts must be of reasonable cost, generally must be competitively bid, and comply with Federal, State, and local procurement standards. FEMA will reimburse only fair and reasonable costs of any contract an applicant enters into. An applicant must consider costs, conflicts of interest, and all Federal, State, and local laws and regulations when hiring a contractor.

Compliance with local procurement practices and the procurement competition requirements specified in 44 CFR Part 13.36 are essential to successfully receiving Public Assistance grant funding. The Federal procurement regulations ensure that applicants procure contracts in a manner that provides full and open competition, and provide financial and record-keeping requirements. In addition, applicants should maintain a written code of standards for conduct governing the performance of employees, officers, or agents who select and award contracts.

It is important that applicants secure contracts with reputable and qualified licensed contractors. Applicants should conduct reference checks on a contractor's history of performance with the State's contractor licensing board and with the contractor's previous

clients before awarding contracts. Appendix G, *FEMA RP9580.201, Fact Sheet: Debris Removal - Applicant's Contracting Checklist* is provided as guidance to assist Public Assistance applicants in the procurement process.

Competition

Pursuant to 44 CFR Part 13.36(c)(1), applicants may not restrict the bidding in order to disqualify a population of bidders. Some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business
- Requiring unnecessary experience and excessive bonding
- Noncompetitive pricing practices between firms or between affiliated companies
- Noncompetitive awards to consultants that are on retainer contracts
- Organizational conflicts of interest
- Specifying only a ''brand name'' product instead of allowing ''an equal'' product to be offered and describing the performance of other relevant requirements of the procurement
- Any arbitrary action in the procurement process

Applicants who have prequalified lists of persons, firms, or products must keep such lists current in order to ensure open and free competition during the bidding process, in accordance with 44 CFR Part 13.36(c)(4), which states:

> *"Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period."*

Methods of Procurement

An applicant may request that FEMA review its procurement process to determine whether the process meets the standards set forth in 44 CFR Part 13.36.

FEMA finds the following four methods of procurement acceptable:

> **Small purchase procedures** procurement, an informal method for securing services or supplies that do not cost more than $100,000 by obtaining several price quotes from different sources.

Sealed bids procurement, a formal method where bids are publicly advertised and solicited, and the contract is awarded to the responsible bidder whose proposal is the lowest in price. This method is the preferred method for procuring construction contracts.

Competitive proposals procurement, a method similar to sealed bid procurement in which contracts are awarded on the basis of contractor qualifications instead of on price. This method is often used for procuring architectural or engineering professional services. In addition, this method normally involves more than one source submitting an offer and is used when conditions are not appropriate for sealed bids.

Noncompetitive proposals procurement, a method whereby a proposal is received from only one source. Noncompetitive proposals should only be used when the award of a contract is not feasible under small purchase procedures, sealed bids, or competitive proposals, and one of the following circumstances applies:

- The item is available only from a single source
- There is an emergency requirement that does not permit a delay
- Solicitation from a number of sources has been attempted, and competition is determined to be inadequate

FEMA strongly discourages applicants from using a noncompetitive contract for debris removal operations. A contract may be regarded as noncompetitive if the applicant has only one responsive bidder. In this case the applicant is required to comply with 44 CFR Part 13.36(f), which states in part:

> *"…A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price."*

Applicants are required by 44 CFR Part 13.36(f)(2) to negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. Consideration shall be given to the complexity of the work performed, risk borne to the contractor, contractor's investment, amount of subcontracting, quality of the contractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Types of Contracts

FEMA provides reimbursement for four types of contracts:

Lump sum contracts, for work within a prescribed boundary with a clearly defined scope and a total price

Unit price contracts, for work done on an item-by-item basis with cost determined per unit

Cost-plus-fixed-fee contracts, either lump sum or unit price contracts with a fixed contractor fee added into the price

Time-and-materials contracts, where the contractor bills the applicant for labor, equipment, materials, and overhead. These contracts should be avoided, but may be allowed for work that is necessary immediately after the disaster has occurred when a clear scope of work cannot be developed. Time-and-materials contracts are allowed in circumstances when they are more cost-effective and appropriate for the amount and type of eligible work to be performed. The costs must be reasonable for the type of work required. Applicants must engage in comprehensive active monitoring activities to ensure contractor efficiency. **Typically, FEMA will reimburse for only 70 hours of a time-and-materials contract.** If a time-and-materials contract is awarded, the applicants must:

- Monitor and document contractor expenses;
- Have a cost ceiling or "not to exceed" provision in the contract; and
- Contact the State to ensure proper guidelines are followed.

After 70 hours of work, the applicant should have sufficient information on the scope of work necessary to complete debris collection and disposal, and on a basis for estimating a reasonable cost for the contract work, to effectively solicit a lump sum or a unit price contract. For some types of debris work where time-and-materials contracts may be the most cost-effective and the most well-suited to the type of work, applicants should work closely with the State and FEMA when awarding the time-and-materials contracts to ensure eligibility requirements are met.

Other Considerations

Contract Scope of Work Recommendations

The contract scope of work should reference "eligible work," "work eligible under FEMA Public Assistance regulations, policies, and guidance," "work performed on public property and/or public rights-of-way," or other similar elements.

Piggyback Contracts

FEMA does not favor "piggyback contracts." Applicants have used piggyback contracts on occasion to have disaster-related work performed by another jurisdiction's contractor. The variables associated with the scope of work and costs generally make this an option to be avoided. The competitive procurement requirements of 44 CFR Part 13 are also a prime concern. If FEMA encounters a request for reimbursement of costs derived from such a contract, the reimbursable costs for eligible work will be based on reasonableness.

Prohibited Contracts

In accordance with 44 CFR Part 13.36(f)(4), cost plus percentage of cost contracts shall not be used. Use of such contracts may result in FEMA limiting the Public Assistance grant to an amount determined to be reasonable based on the eligible work performed.

Contracts that are awarded by an applicant to debarred contractors are prohibited pursuant to 44 CFR Part 13.35; thus, no Federal funding can be awarded for eligible work completed.

Additional Contract Requirements

Contract payment provisions should address the obligations between parties to the contract only and not include any language that makes payment to the contractor contingent upon the applicant's receipt of funding from FEMA.

All contracts in excess of $10,000 must contain a provision for termination for cause and for convenience by the applicant, including the manner by which it will be effected and the basis for settlement, according to 44 CFR Part 13.36(i)(2).

For contracts over $100,000 the applicant must have the following minimum bonding requirements, in accordance with 44 CFR Part 13.36(h):

- A bid guarantee from each bidder equivalent to five percent of the bid price;
- A performance bond on the part of the contractor for 100 percent of the contract price; and
- A payment bond on the part of the contractor for 100 percent of the contract price.

In accordance with 44 CFR Part 13.36(b)(8):

> *"Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources."*

Documentation requirements are specified in 44 CFR Part 13.36(b)(9) and include, but are not limited to, rationale for the procurement method, contract type, contractor selection or rejection, and the basis for contract price.

For additional contracting information, refer to Appendix G, *FEMA RP9580.201, Fact Sheet: Debris Removal - Applicant's Contracting Checklist*.

Chapter 3 – Debris Removal from Public Property

Chapter Highlights

Eligible Debris Removal
Ineligible Debris Removal
Debris Clearance and Removal Operations
Field Eligibility Determinations
- Vegetative Debris Eligibility
- Construction and Demolition Debris
- Hazardous Waste
- White Goods
- Soil, Mud, and Sand
- Vehicles and Vessels
- Putrescent Debris
- Infectious Waste
- Chemical, Biological, Radiological, and Nuclear-Contaminated Debris
- Garbage

Monitoring Debris Removal Operations
Disposal

This chapter discusses debris operations on public property and public rights-of-way. Applicants should document locations, conditions, and special circumstances of the debris prior to removal. This chapter includes preferred documentation information and requirements. Proper documentation enables an applicant to fully account for costs incurred in the event that Federal disaster assistance is made available.

Eligible Debris Removal

Eligible debris removal work under the Public Assistance Program must meet the following criteria:

- The debris was generated by the major disaster event;
- The debris is located within a designated disaster area on an eligible applicant's improved property or rights-of-way; and
- The debris removal is the legal responsibility of the applicant.

Ineligible Debris Removal

The following are not eligible for FEMA assistance under the Public Assistance Program:

- Any debris removal from an eligible applicant's unimproved property or undeveloped land;
- Any debris removal from a facility that is not eligible for funding under the Public Assistance Program, such as a PNP cemetery or PNP golf course; or
- Any debris removal from Federal lands or facilities that are the authority of another Federal agency or department, such as Federal-aid roads, USACE navigable waterways, and NRCS canals. See Chapter 16, *Other Federal Assistance*, for a description of these authorities.

Debris Clearance and Removal Operations

Debris removal operations generally occur in two phases: (1) initial debris clearance activities necessary to eliminate life and safety threats; and (2) debris removal activities as a means to recovery. Whether the work was performed using an applicant's own resources or by contractors, documentation is necessary for Public Assistance grant consideration.

An applicant's initial response phase of the debris operation may begin during the disaster event. Crews may be activated to clear debris on emergency access roads; usually this is vegetative debris that is cut and tossed to the rights-of-way. The purpose is to eliminate an immediate threat to lives, and public health and safety. The transition period from initial clearance activities to debris removal depends on the magnitude of disaster impact. Typically, the debris removal recovery phase begins after the emergency access routes are cleared and police, firefighters, and other first responders have the necessary access.

Often residents begin clearing disaster debris from their properties and placing it on the public rights-of-way. If the property owners move the disaster-related debris to a public right-of-way, an applicant may be reimbursed for debris pickup, haul and disposal from the right-of-way for a limited period of time. If an applicant does not have the legal responsibility to maintain a right-of-way, then debris removal from that right-of-way is not eligible for reimbursement.

Field Eligibility Determinations

To assist in implementation of the Public Assistance Program and the applicants' understanding of it, FEMA has established specific eligibility guidance for debris. This section addresses the most common eligibility issues for various types of debris and recommends documentation for Public Assistance grant consideration. Consultation with the State and FEMA is advised for scenarios not addressed within this section.

Only FEMA has the authority to make eligibility determinations for Public Assistance grant funding; contractors cannot make eligibility determinations. Information on eligibility can be found in FEMA 321 – Public Assistance Policy Digest, FEMA 322 – Public Assistance Guide, FEMA 323 – Public Assistance Applicant Handbook, and this document.

Vegetative Debris Eligibility

Vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Depending on the size of the debris, the collection of vegetative debris may require the use of flat bed trucks, dump trucks, and grapple loaders.

Figure 3.1 - Typical Vegetative Debris on a Public Right-of-Way

Most vegetative debris consists of large piles of tree limbs and branches that are piled on the public rights-of-way by the residents. The collection of this type of debris is eligible for reimbursement if it is within public rights-of-way and collected by an eligible applicant. Applicants normally limit the number of times the debris is collected; for instance, the applicant may choose to make two passes throughout the jurisdiction before resuming its normal collection activities. The applicant should discuss with FEMA the number of passes that may be eligible.

Vegetative debris is bulky and consumes a significant volume of landfill space if buried. To minimize the use of landfill space, it is prudent to reduce the volume of vegetative debris before burying. Vegetative debris may be reduced by as much as 75 percent of its volume by mulching or grinding and as much as 90 percent of its volume through burning technologies. Costs to reduce vegetative debris are eligible for Public Assistance grant funding if found to be reasonable.

A hazardous tree or stump may be collected individually, while downed or fallen debris is collected from rights-of-way or at a designated collection center. Tree and stump collection prices are typically based on the size of the tree or stump and charged by unit. Other fallen or downed material is usually billed by weight (tons) or volume (cubic yards).

Determining eligibility for hazardous trees and stumps is challenging. FEMA has established criteria to assist in making these eligibility determinations, using objective information that can be collected in the field.

Hazardous Trees

Removing a hazardous tree may be eligible for Public Assistance grant funding. A tree is considered hazardous if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter breast height of six inches or greater; **and one or more of the following criteria are met**:

- It has more than 50 percent of the crown damaged or destroyed;
- It has a split trunk or broken branches that expose the heartwood;
- It has fallen or been uprooted within a public-use area; and/or
- It is leaning at an angle greater than 30 degrees.

Trees determined to be hazardous and that have **less than 50 percent of the root-ball exposed** should be cut flush at the ground level. Grinding of the resulting stump after the tree has been cut flush at the ground level is not eligible work. The cut portion of the tree is included with regular vegetative debris. The applicant should make an effort to cut the tree trunk as close to the ground as possible.

The eligible scope of work for a hazardous tree may include removing the leaning portion and cutting the stump at ground level. An example of an ineligible costing method for such work would be removing the tree and stump for two separate unit costs.

The Public Assistance Program may reimburse straightening and bracing if they are less costly than removal and disposal. Straightening and bracing are emergency protective measures if they eliminate an immediate threat to lives, public health and safety, or improved property. If an applicant chooses to straighten and brace a tree in lieu of removal, the tree would not be eligible for removal if it dies.

Hazardous Limb Removal (Hangers)

Removing hanging limbs may be eligible for Public Assistance grant assistance. Limbs must be:

- Located on improved public property;
- Greater than two inches in diameter at the point of breakage; and
- Still hanging in a tree and threatening a public-use area, e.g. trails, sidewalks, golf cart paths.

Only the minimum amount of work necessary to remove the hazard is eligible. Pruning, maintenance trimming, and landscaping are not eligible. Work should be executed in an efficient manner. For example, all hazardous limbs in a tree should be cut at the same time, not in passes for particular sizes. Work to remove hanging limbs from a tree that has been determined to be a hazard and is scheduled for removal is not eligible. If this work is contracted out, it is typically done on a per tree basis.

An eligible scope of work may be to cut the branch at the closest main branch junction. Removing the entire branch back to the trunk may not be eligible.

If the canopy of a tree located on private property extends over a public right-of-way such as a sidewalk, removal of hazardous limbs on the tree that extend over the public right-of-way and meet the above criteria may be eligible. Limbs on the tree that do not extend over the public right-of-way are not eligible.

Documentation required for Public Assistance grant consideration:

- Describe the immediate threat, e.g. photos of hanging limbs or leaning trees;
- Clearly define the scope of work to remove the immediate threat;
- Specify the improved public property location by recording the nearest building address and/or GPS location; and
- Denote date, labor (force account or contract), and equipment used to perform the work.

Hazardous Tree Stumps

A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all of the following criteria:

- It has 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed should be flush cut);
- It is greater than 24 inches in diameter, as measured 24 inches above the ground;
- It is on improved public property or a public right-of-way; and
- It poses an immediate threat to life, and public health and safety.

If an uprooted stump must be removed **prior to FEMA's approval**, the applicant must submit the following information for Public Assistance grant consideration:

- Photographs and GPS coordinates that establish the location on public property;
- Specifics of the threat;
- Diameter of the stump 24 inches from the ground; and
- Quantity of material needed to fill the resultant hole.

FEMA may reimburse a reasonable cost to remove, transport, dispose of, and fill the hole from a stump of **more than 24 inches in diameter** if:

- The applicant and State agree the tree or stump is hazardous according to the above definition;
- Generally, FEMA approved the removal in advance; and

- A Hazardous Stump Worksheet is completed and submitted for FEMA approval. A copy of the Hazardous Stump Worksheet may be found in Appendix G, *FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility*.

In some instances, grinding of an uprooted stump and filling the resulting cavity may cost less than a complete extraction. In these cases, the applicant should present the cost comparison documentation to FEMA for consideration; however, the stump must have already been determined eligible for removal according to the above criteria.

Stumps measuring **24 inches in diameter or less** do not require special equipment for removal; therefore, reimbursement will be based on the reasonable unit cost per cubic yard, using the Stump Conversion Table found in Appendix G, *FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility*. The unit price for stump removal includes the extraction, transport, and disposal of the stump as well as filling the cavity that remains.

FEMA will reimburse the applicant at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the public rights-of-way by others, i.e., contractors did not extract them from public property or property of eligible PNP organizations. In such instances, applicants do not incur additional costs to remove these stumps; the same equipment used to pick up vegetative debris can be used to pick up these stumps.

See Appendix G, *FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility* for more information on hazardous stumps.

Construction and Demolition Debris

The definition of construction and demolition debris may vary between States. Construction and demolition debris can be defined as damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures. To be eligible, construction and demolition debris must be a result of a Federally declared disaster.

Certain types of construction and demolition debris are reusable or recyclable. To conserve landfill space, it is prudent to separate materials for reuse or recycling.

Some construction and demolition debris may be hazardous, such as asbestos roofing and floor tile, and lead pipes. Public Assistance grant eligibility is subject to all other Federal laws and regulations, including environmental and hazardous waste ordinances. Documentation of the debris origin, any processing (reduction or recycling), and the final disposition is required for Public Assistance grant consideration.

Figure 3.2 - Construction and Demolition Debris

Typically, removal of construction by-products generated by repairs or rebuilding is covered by insurance policies or included in the overall cost for reconstruction projects; therefore, it is not eligible for Public Assistance grant funding as emergency work under debris removal. It may, however, be reimbursed as part of the permanent work for the reconstruction of an eligible project.

Hazardous Waste

Hazardous waste is waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under RCRA. In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous waste lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity, or toxicity.

Public Assistance grant funding may be available for measures that address widespread hazardous materials contamination. The measures may include retrieval and proper disposal of orphan drums, pumping water contaminated with hazardous materials, control or stabilization of oil or other hazardous material releases, and cleanup and disposal of hazardous materials. Certified hazardous waste technicians should handle, capture, recycle, reuse, and dispose of hazardous waste. The applicant must comply with Federal, State, and local environmental requirements for handling hazardous waste.

Public Assistance grant funding is not available to test for mold or contaminants in water, air, or soil for the purposes of long-term cleanup actions. FEMA and EPA determine the specific activities that may be funded under the Public Assistance Program and those activities that are under the authority of EPA.

Figure 3.3 - Hazardous Waste

Household Hazardous Waste (HHW) refers to hazardous products and materials that are used and disposed of by residential, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic.

Electronic waste, or e-waste, refers to electronics that contain hazardous materials such as cathode ray tubes. Examples include computer monitors and televisions.

White Goods

White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters.

Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere, and requires that certified technicians extract refrigerants from white goods before they are disposed of or recycled. Some States also require certified technicians to extract compressor oils before disposing of or recycling white goods. Applicants should follow all Federal, State, and local requirements concerning ozone-depleting refrigerants, mercury, or oils. Documentation of proper disposal may be required for Public Assistance grant consideration.

Figure 3.4 - White Goods Stockpiled for Processing

Soil, Mud, and Sand

Floods, landslides, and storm surges often deposit soil, mud, and sand on improved public property and public rights-of-way. Facilities commonly impacted by this type of debris may include streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and swimming pools.

The removal of this type of debris from improved public property and public rights-of-way may be eligible for Public Assistance grant funding. For instance, removing soil, mud, and sand from a roadway or sidewalk, or clearing out mud and sand from sewer lines, may be eligible for Public Assistance grant funding if it is the legal responsibility of an eligible applicant. Natural streams and unimproved property are not considered eligible facilities.

The amount of Public Assistance grant funding for removal of soil, mud, and sand is based on the quantity that was deposited due to the disaster. In order to determine the disaster-related debris quantities, the applicant should provide regularly scheduled maintenance reports that indicate the pre-disaster soil, mud, and sand levels. Maintenance reports are commonly requested for soil, mud, and sand removal from sewers, water treatment facilities, and drainage channels.

The applicant is responsible for identifying the damage incurred due to the disaster. Public Assistance grants do not provide funds for random surveys to look for damage, such as TV inspection of sewer lines. However, if disaster-related damage is evident, a Public Assistance grant may cover inspections to determine the extent of the damage and method of repair.

Drainage channels and canals may be an element of a flood control work or water control facility. These types of facilities are often under the jurisdiction of the United States Army Corps of Engineers (USACE) or the Natural Resources Conservation Service (NRCS). If a flood control work or water control facility falls under another Federal jurisdiction, it is generally not eligible for Public Assistance grant funding. For additional information regarding USACE and NRCS facility eligibility, refer to Appendix G, *FEMA RP9524.3, Policy for Rehabilitation Assistance for Levees and Other Flood Control Works - Decision Tree.*

Vehicles and Vessels

For the removal of vehicles and vessels to be eligible, the applicant must demonstrate that:

- The vehicle or vessel presents a hazard or immediate threat that blocks ingress/egress in a public-use area;
- The vehicle or vessel is abandoned, e.g. the vehicle or vessel is not on the owner's property and ownership is undetermined;
- The applicant followed local ordinances and State law by securing ownership; and
- The applicant verified chain of custody, transport, and disposal of the vehicle or vessel.

All supporting documentation relating to removal of abandoned vehicles and vessels must be submitted to FEMA for Public Assistance grant consideration. For navigational vessels, applicants must follow their hazard abatement laws, coordinate with the requirements of the marine and harbor patrol agencies, and comply with local laws governing navigational vessels.

It is important for the applicant to follow its normal written procedures regardless of the circumstances. Any duplication of benefits issues should be addressed.

Putrescent Debris

Putrescent debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter. The cost of putrescent debris collection and disposal may be eligible. Disposal of putrescent debris must be in compliance with applicable Federal, State, and local requirements to be eligible for Public Assistance grant funding. NRCS has developed specific disposal guidelines for animal carcasses.

Infectious Waste

Infectious waste is waste capable of causing infections in humans, including contaminated animal waste, human blood and blood products, isolation waste, pathological waste, and discarded sharps (needles, scalpels, or broken medical instruments).

Clearance, removal, and disposal of infectious waste may be the authority of another Federal agency. Upon review of applicable Federal statutes, regulations, and policies governing infectious waste, FEMA will determine eligibility on a case-by-case basis and may develop disaster-specific guidance when appropriate.

Chemical, Biological, Radiological, and Nuclear-Contaminated Debris

Chemical, Biological, Radiological, and Nuclear (CBRN)-contaminated debris is debris contaminated by chemical, biological, radiological, or nuclear materials as a result of a natural or man-made disaster, such as a Weapon of Mass Destruction (WMD) event. Eligibility determinations on the clearance, removal, and disposal of CBRN-contaminated debris will be made by FEMA based on applicable Federal statutes, regulations, policies, and other guidance documents. Depending on the nature of the disaster and the debris it generates, FEMA may develop additional or disaster-specific eligibility guidance.

Garbage

Garbage is waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics, and papers. In general, household food wastes can be collected through normal municipal waste collection methods and are not eligible.

Monitoring Debris Removal Operations

Eligible applicants are required to monitor debris removal operations in order to document eligible quantities and reasonable expenses to ensure that the work is eligible for Public Assistance grant funding. Failure to do so properly may jeopardize funding.

In Federally declared disasters, FEMA personnel periodically validate the applicant's monitoring efforts to ensure eligible debris is being removed and processed efficiently. **Debris monitoring is primarily the responsibility of the applicant.** Applicants may use force account resources, temporary hires, and/or contractors to accomplish the monitoring.

Reasonable costs for applicant debris monitors with appropriate qualifications may be eligible. It is not necessary to have professional engineers and other certified professionals perform debris monitoring duties. In addition to the costs for the monitors, the applicant may claim as part of its monitoring activities reasonable costs for the provision of training, oversight, and data compilation to verify debris removal costs as required by the monitoring operation.

Overhead costs for architectural and engineering service are not eligible. Costs associated with attending meetings with FEMA or the State and costs associated with the administration of project worksheets are funded through the administrative allowance as stated in 44 CFR Part 206.228 and cannot be a direct charge to a Public Assistance grant.

Additional guidance on monitoring debris removal operations is located in Appendix G, *FEMA DAP9580.203, Fact Sheet: Debris Monitoring*.

Disposal

Landfill tipping fees usually include fixed and variable costs along with some special taxes or fees assessed by the jurisdiction. Examples of variable costs include costs for labor, supplies, maintenance, utilities, and gas or recovery systems. Fixed costs generally include equipment, construction, permits, landfill closure, post closure, and amortized costs for ancillary landfill building structures.

Eligible landfill costs are limited to the variable and fixed costs that are directly related to landfill operations. Jurisdictions may incorporate special taxes or fees into the landfill tipping fee to fund government services or public infrastructure. When tipping fees include such costs, those costs are not eligible for Public Assistance grant funding.

Chapter 4 – Private Property Debris Removal and Demolition of Private Structures

Chapter Highlights

Private Property Debris Removal
- Approval for FEMA Assistance
- Documentation for PPDR
- Types of Eligible PPDR Work

Demolition of Private Structures
- Eligible Demolition Costs
- Documentation for Demolition

Commercial Property

Duplication of Benefits for PPDR and Demolition

The FEMA policies on debris removal from private property and demolition of private structures can be found in Appendix G.

Private Property Debris Removal

Private property debris removal (PPDR) is generally not eligible for reimbursement under the Public Assistance Program because debris on private property does not typically present an immediate health and safety threat to the general public. Also, debris removal from private property is generally the responsibility of individual private property owners, and other sources of funding, such as insurance, are commonly available to property owners to cover the cost of work. However, if private property owners move disaster-generated debris to the public right-of-way, the costs associated with removing this debris from the right-of-way may be eligible under the Public Assistance Program.

When large-scale disaster events cause mass destruction and generate large quantities of debris over vast areas, debris on private property may sometimes pose health and safety threats to the public-at-large. If private property owners are not available because they have evacuated, the State or local government may need to enter private property to remove debris considered to be an immediate threat to the lives, health, and safety of its residents. In such situations, the Federal Coordinating Officer (FCO) is authorized to approve the provision of Public Assistance for the removal of debris from private property when it is considered to be in the public interest. The section below describes the process through which applicants may obtain approval for Public Assistance funding for the costs of performing PPDR.

Approval for FEMA Assistance

FEMA will work with States affected by large-scale disasters to designate those areas where the debris is so widespread that removal of debris from private property is in the public interest on a case-by-case basis. Any applicant that intends to seek reimbursement to remove debris from private property within those designated areas will, prior to commencement of work, submit a written request to the FCO seeking approval for reimbursement. The applicant must provide documentation confirming that an immediate threat to the public exists as well as evidence of its legal responsibility to enter private property to eliminate the threat posed by the debris. Specifically, this includes:

Immediate Threat Determination

The applicant must provide documentation from the applicant's public health authority or other public entity with legal authority stating that disaster-generated debris on private property in the designated area constitutes an immediate threat to life, public health, and safety.

The applicant may also provide documentation stating that the debris poses an immediate threat to improved property and that its removal is cost effective. The cost to remove the debris should be less than the cost of the potential damage to the improved property in order for the debris removal to be eligible.

Documentation of Legal Responsibility

The applicant must demonstrate its authority and legal responsibility to enter private property to remove debris. The legal basis for this responsibility must be established by law, ordinance, or code at the time of the disaster and must be relevant to the post-disaster condition representing an immediate threat to life, public health, and safety, and not merely define the applicant's uniform level of services. Typically, solid waste disposal ordinances are considered part of an applicant's uniform level of services.

Applicants ordinarily rely on condemnation and/or nuisance abatement authorities to obtain legal responsibility prior to the commencement of debris removal work. There may be circumstances where the applicant determines that ordinary condemnation and/or nuisance abatement procedures are too time consuming to address an immediate public health and safety threat. Applicants do not have to precisely follow their nuisance abatement procedures, or other ordinances, that would prevent the applicant from taking emergency protective measures to protect public health and safety.

In addition to providing documentation detailing an applicant's immediate threat determination and legal responsibility to remove debris from private property, the applicant must confirm that a legally authorized official has ordered the exercise of public authority to enter private property to perform PPDR. The applicant must also submit in its request

indemnification to the Federal government and its employees, agents, and contractors from any claims arising from the removal of debris from private property.

The FCO will approve or disapprove in writing each applicant's request for Public Assistance to perform PPDR. If approval is granted, applicants should immediately begin identifying properties for PPDR work and establishing specific scopes of work on each of these properties.

Additional information on the applicant approval process for PPDR may be found in Appendix G, *FEMA DAP9523.13, Debris Removal from Private Property.*

Documentation for PPDR

If PPDR is authorized and considered for Public Assistance grant funding, applicants are required to properly document all legal processes used to gain access to private property, as well as document applicable scopes of work, and compliance with Federal, State, and local environmental and historic preservation review requirements. Applicants should work with the Public Assistance staff prior to the commencement of any PPDR work to ensure that all legal, environmental, historic, and scope of work considerations are addressed.

The following documents are necessary for Public Assistance funding for PPDR work:

1. **Right-of-Entry.** A right-of-entry signed by the property owner should include a hold harmless agreement and indemnification applicable to the project's scope-of-work. FEMA's Office of Chief Counsel (OCC) should review the right-of-entry form and the language of the hold harmless agreement and indemnification. The right-of-entry form may also include space for the private property owner's insurance information (policy number) for verification purposes, if applicable.

2. **Photos** are strongly encouraged to show the condition of the property prior to the beginning of the work. Generally, pictures are used to confirm the address and identified scope-of-work on the property.

3. A **PPDR Assessment** is a property-specific assessment which establishes the scope of eligible work. This may be a map which serves as a guide indicating the location of the eligible items of work that present an immediate threat relative to improved property or ingress and egress routes. These maps may incorporate symbols and a legend to identify structures, property lines, and eligible items of work. This assessment may also be a work order or may be covered in the right-of-entry form, as long as the scope of work can be clearly identified.

4. **Documentation of Environmental and Historic Review**. Debris removal work from private property must satisfy compliance review requirements as established by 44 CFR Parts 9 and 10 and all other applicable Federal environmental and historic preservation requirements.

Additional documentation may be required by Public Assistance staff on a case-by-case basis to demonstrate eligible work performed and compliance with applicable Federal, State, and local laws and regulations.

Types of Eligible PPDR Work

Eligible debris removal work from private property includes removal of:

- Large piles of disaster-generated debris in the living, recreational, and working areas of properties in urban, suburban, and rural areas, including large lots.
- Disaster-generated debris obstructing primary ingress and egress routes to improved property.
- Disaster-damaged limbs and leaning trees in danger of falling on improved property, primary ingress or egress routes, or public rights-of-way.
    - Hazardous tree removal is eligible only if the tree is greater than six inches in diameter (measured at diameter breast height) and:
        - has more than 50% of the crown damaged or destroyed, or;
        - has split trunk or broken branches that expose heartwood, or; the tree itself is leaning at an angle greater than 30 degrees and shows evidence of ground disturbance.
    - Hazardous limb removal is eligible only if the limb is greater than two inches in diameter measured at the point of break.
- Debris created by the removal of damaged interior and exterior materials from improved property.
- Household hazardous wastes (such as household cleaning supplies, insecticides, herbicides, etc.)
- Disaster-generated debris on private roads and streets of a gated community, provided that the removal of the debris has become the legal responsibility of an eligible applicant.

Ineligible debris removal work on private property includes the removal of:

- Debris from vacant lots, forests, heavily wooded areas, unimproved property, and unused areas.
- Debris on agricultural lands used for crops or livestock.
- Concrete slabs or foundations-on-grade.
- Reconstruction debris consisting of materials used in the reconstruction of disaster-damaged improved property.

Demolition of Private Structures

State and local governments may need to enter private property to demolish private structures made unsafe by disasters to eliminate immediate threats to life, public health, and safety. In some cases, the costs of performing demolition of private structures may be eligible for Public Assistance grant funding. Typically, the demolition of private structures to eliminate immediate threats is authorized under Section 403(a)(3)(E) of the Stafford Act.

FEMA will consider alternative measures to eliminate threats to life, public health, and safety posed by disaster-damaged unsafe structures, including fencing off unsafe structures and restricting access, when evaluating requests for Public Assistance grant funding for demolition work. The Public Assistance staff must also concur that the demolition of unsafe structures and removal of demolition debris are in the public interest.

The demolition of unsafe privately owned structures and subsequent removal of demolition debris may be eligible when the following conditions are met:

- The structures were damaged and made unsafe by the declared disaster, and are located in the area of the disaster declaration;
- The applicant certifies that the structures are determined to be unsafe and pose an immediate threat to the public. An unsafe structure is a non-commercial or non-industrial structure that threatens the life, health or safety of the public because the structure is so damaged or structurally unsafe that partial or complete collapse is imminent. This certification may be made by the State or local government's building inspector and may be based on a structural assessment in accordance with local ordinances and building codes;
- The applicant has demonstrated that it has legal responsibility to perform the demolition. Similar to private property debris removal, the applicant must demonstrate its authority and legal responsibility to enter private property to perform demolition of unsafe structures. The legal basis for this responsibility must be established by law, ordinance, or code at the time of the disaster and must be relevant to the post-disaster

condition representing an immediate threat to life, public health, and safety, and not merely define the applicant's uniform level of services;

- A legally authorized official has ordered the demolition of unsafe structures and removal of demolition debris;
- The applicant has indemnified the Federal government and its employees, agents, and contractors from any claims arising from the demolition work; and
- The demolition work is completed within the completion deadlines outlined in 44 CFR §206.204 for emergency work.

Additional information on the general eligibility of demolition of private structures may be found in Appendix G, *FEMA DAP9523.4, Demolition of Private Structures.*

Eligible Demolition Costs

Eligible costs associated with the demolition of private structures may include, but are not limited to:

- capping wells;
- pumping and capping septic tanks;
- filling in basements and swimming pools;
- testing and removing hazardous materials from unsafe structures including asbestos and household hazardous wastes;
- securing utilities (electric, phone, water, sewer, etc.);
- securing permits, licenses, and title searches. Fees for permits, licenses, and titles issued directly by the applicant are not eligible unless it can be demonstrated that the fees are above and beyond administrative costs; and/or
- demolition of disaster-damaged outbuildings such as garages, sheds, and workshops determined to be unsafe.

Ineligible costs associated with the demolition of private structures include:

- removal of slabs or foundations, except in very unusual circumstances, such as when disaster-related erosion under slabs on a hillside causes an immediate public health and safety threat; and/or
- removal of pads and driveways.

Structures condemned as safety hazards before the disaster are not eligible for demolition and subsequent demolition debris removal under Public Assistance grant authority.

Individuals and private organizations (except for eligible PNPs) will not be reimbursed for demolition activities on their own properties under the Public Assistance Program.

Documentation for Demolition

In order to receive reimbursement of eligible demolition costs, applicants should provide documentation of applicable legal processes and scopes of work performed, similar to the private property debris removal process described above. Specifically, this includes:

- Rights-of-entries;
- Photos of the structures;
- Structural assessments, or other certifications that the structures are determined to be unsafe or pose an immediate threat to the public, based on local ordinances or building codes;
- Notices of demolition; and
- Documentation of environmental and historic review.

All documentation should be consistent with the requirements of applicable Federal, State, and local laws and regulations governing demolition of private structures. Similar to PPDR work, additional documentation may be required by Public Assistance staff on a case-by-case basis to demonstrate eligible work performed and compliance with applicable Federal, State, and local laws and regulations.

Commercial Property

The removal of debris from commercial property and the demolition of commercial structures are generally not eligible for Public Assistance grant funding. It is assumed and expected that these commercial enterprises retain insurance that can and will cover the cost of debris removal and/or demolition. However, in some cases as determined by the FCO, the removal of debris from private commercial property and/or the demolition of private commercial structures by a State or local government may be eligible for FEMA reimbursement only when such removal is in the public interest.

Industrial parks, private golf courses, commercial cemeteries, apartments, condominiums, and mobile homes in commercial trailer parks are generally considered commercial property.

Duplication of Benefits for PPDR and Demolition

FEMA is prohibited from approving funds for work that is covered by any other source of funding. Therefore, State and local governments must take reasonable steps to prevent such an occurrence, and verify that insurance coverage or any other source of funding does not exist for

PPDR work and the demolition of private structures. Typically, the rights-of-entries used for PPDR and demolition of private structure have a clause that states that a private property owner will re-pay an applicant the amount of insurance proceeds received for any PPDR or demolition work performed. The right-of-entry form being used by the applicant may also include space for the private property owner to list insurance information (policy number) for verification purposes.

When PPDR and demolition of private structures is covered by an insurance policy, the insurance proceeds must be used as the first source of funding. Public Assistance grant funding may be eligible for the remainder of the cost of the eligible work after insurance proceeds are recouped from the property owner. If it is discovered that a duplication of benefits has occurred, FEMA will de-obligate funds from the Grantee in the amount that such assistance duplicates funding the property owners received from other sources.

PART II – DEBRIS MANAGEMENT PLANNING CONCEPTS

Part II – Debris Management Planning Concepts

Introduction

Applicants are encouraged to review their community's vulnerability to a disaster and to consider their response and recovery activities, specifically in handling debris issues.

Debris removal operations can be time-consuming and costly. Over the last five years, debris removal operations accounted for approximately 27 percent of the disaster recovery costs. FEMA urges applicants to develop a debris management plan that considers large-scale debris removal and disposal operations. By developing a debris management plan, communities will be better prepared to address disaster-related debris in a time-efficient manner, expediting the recovery process. Additionally, a sound and properly executed debris management plan may better position an applicant for Public Assistance grant assistance.

Part II, Debris Management Planning Concepts, provides applicants with guidance in planning, organizing, mobilizing, and controlling a debris removal and disposal operation. Chapter 5, *Applicant Roles and Responsibilities*, outlines the staff who will develop a debris management plan. The remaining chapters of Part II describe the major elements of a debris management plan, the considerations applicants need to address, and information that may be required for Public Assistance grant assistance consideration.

Helpful tools within these chapters include the "Questions to Consider" and "To Do Checklist" at the end of the chapters. The "Questions to Consider" are intended to assist the planning team in applying the information within each chapter to the specific needs of their jurisdiction. The "To Do Checklist" is provided as a reminder of important issues and considerations to include within the debris management plan.

It is important to note that all or portions of Part II may be used depending on the size of the debris removal operation. The "Questions to Consider" at the end of each chapter may be used to help determine if a specific debris planning element is applicable for the specific jurisdiction.

Chapter 5 – Applicant Roles and Responsibilities

Chapter Highlights

Debris Management Staff Organization and Structure
Debris Management Staff Responsibilities
- Debris Project Manager
- Debris Management Planning Sections

Questions to Consider
To Do Checklist

The success of a debris management plan is dependent upon the commitment of an applicant to researching, planning, implementing, and evaluating the plan effectively and efficiently. Proper planning by management and employee training provides an applicant with a foundation for a quick and successful recovery.

The following text discusses the personnel that are necessary to plan and develop the debris management plan. A sample outline for a debris management plan is supplied for use and reference in Appendix A, *Debris Management Plan Outline*. During a disaster event, the same staff members would be expected to implement the plan. The organization of departments and management staff may vary between applicants, but roles and tasks do not change.

Debris Management Staff Organization and Structure

The size and composition of a staff organized to manage debris clearance, removal, and disposal issues depends on the magnitude of the disaster and the size of the jurisdiction. A pre-disaster debris planning staff may be quite small; however, following a major disaster, additional staff members may be required.

Successful debris operations require collaborative efforts between departments within the applicant and with specific external agencies that have regulatory authority over debris operations. It is essential that prospective staff members have as much training as possible and interface with other agencies responsible for debris clearance, removal, and disposal activities, such as the National Guard, the State department of transportation, the State police, and the State emergency management office, prior to any event.

To implement debris operations quickly, it is important for emergency response and recovery personnel to have a clear understanding of how their normal job responsibilities and functions apply to debris operations. The applicant's debris planning staff should be comprised of full-time personnel supplemented with personnel from other staffs and agencies. The planning process should include a review of individual departmental functions and responsibilities for implementing debris operations.

Immediately following a disaster event, the planning process should establish a disaster debris management team, which convenes as a working group to facilitate successful coordination following a disaster event. Team members should consist of personnel from departments within the applicant and representatives from external agencies, such as regional waste management, joint power authorities, sanitation districts, State and Federal environmental offices, and other agencies which have shared responsibilities for solid waste issues. Each member of the team is responsible for implementing debris operations in accordance with the planned goals and objectives, and in compliance with Federal, State, and local laws.

Debris Management Staff Responsibilities

No two jurisdictions have the same department or section designations; therefore, this document refers to each department or section according to its function rather than a specific department designation. The following discussion gives the function of each department and a brief description of the tasks each performs in developing the debris management plan

Each department is responsible for specific elements of the debris management plan. Those general duties are explained in the remainder of this chapter. Department responsibilities often overlap, making coordination and communication critical to the success of the debris management plan. In many instances, a particular department is involved in numerous elements of the debris management plan.

These overlapping responsibilities illustrate the need for one primary coordinator or Debris Project Manager. The Debris Project Manager's role and responsibilities are paramount in coordinating efforts and ensuring communication between planning and implementation sections.

Debris Project Manager

The primary decision maker is the Debris Project Manager. The Debris Project Manager should be knowledgeable of the applicant's processes, procedures, personnel, resources, and limitations. It is important for the Debris Project Manager to keep communication and coordination efforts between departments a priority.

The Debris Project Manager has overall responsibility for the operations, planning, logistics, and cost of the debris management operations. The Debris Project Manager assigns tasks to team members and tracks the completion of tasks to ensure quick implementation of the debris removal operations.

Debris Management Planning Sections

Administration

The Administration department typically includes the finance, personnel, and public information sections within a governing body. It is important for this department to establish a records management system in order to collect and keep all the documentation that may be required for the Public Assistance grants. Documentation may include, but is not limited to:

- Personnel policies.
- Labor and equipment timesheets and summaries.
- Safety procedures.
- Contract procurement procedures.
- Contracts.
- Billing and invoices, including debris hauler load tickets.
- Environmental permits.
- Right of entry and hold harmless agreements for private property debris removal and demolition, when applicable.
- Public information announcements.
- Debris salvage value information.

The finance section is usually responsible for developing an emergency response and recovery budget, tracking expenses, and ensuring funds are available for personnel, equipment, supplies, and contract service costs.

The Administration department should include a public information officer to distribute information and educate citizens about the debris operations. Planning components of the public information strategy should include the use of various types of information vehicles (print, radio, internet, etc.) and the pre-scripted information that will be distributed concerning topics such as:

- Debris pick-up schedules.
- Disposal methods and ongoing actions to comply with Federal, State, and local environmental regulations.
- Disposal procedures for self-help and independent contractors.
- Restrictions and penalties for creating illegal dumps.

- Curbside debris segregation instructions.
- Public drop-off locations for all debris types.
- Process for answering the public's questions concerning debris removal.

Chapter 14, *Public Information Strategy* further discusses the types of information and how it may be distributed.

Contracting and Procurement

The primary role of the Contracting and Procurement department is to have debris contracts in draft form ready for advertisement or have pre-qualified contractors in place prior to the event. This portion of the plan needs to be updated as the jurisdiction's procurement procedures and contracts may expire and change over time. Contracting and Procurement planning includes the following tasks:

- Develop contract requirements.
- Establish contractor qualifications.
- Distribute instructions to bidders.
- Advertise bids.
- Establish a pre-disaster list of pre-qualified contractors.
- Manage the contract scope of work.
- Establish a post-disaster contracting procedure if necessary.

Legal

The applicant's Legal staff leads the review process for all legal matters in the debris management planning process. In addition to advising the debris management planning staff, the following tasks should also be performed by the legal department:

- Review all contracts.
- Review and/or establish a land acquisition process for temporary debris management sites.
- Review all insurance policies.
- Ensure environmental and historic preservation compliance before, during, and after operations.
- Ensure that site restoration and closure requirements are fulfilled.
- Review and/or establish a building condemnation processes.

- Review and/or establish a legal process for private property demolition and debris removal.
- Review right-of-entry and hold harmless agreements.

Operations

The Operations staff is responsible for the supervision of government and contract resources and overall project implementation. The Operations department is responsible for implementing the entire debris removal operation. Planning tasks include:

- Position equipment and resources for the response and recovery debris removal operations.
- Develop staff schedules and strategies.
- Provide communication, facilities, services, equipment, and materials to support the response and recovery activities.
- Monitor and direct force account and contract labor.
- Distribute response and recovery resources.
- Operate and manage the collection, debris management site, and disposal strategies.
- Create a demolition strategy for structures, if necessary.
- Report progress for distribution to the debris management planning staff.

Engineering/Planning

The Engineering staff supports all other debris management sections in a technical role. The Engineering department provides debris quantity assumptions, economic analysis, and feasible solutions for the debris operations. The following are tasks that may be completed by the Engineering staff:

- Forecast debris volume based on assumed disaster type.
- Develop an estimating strategy for post-disaster debris quantities.
- Strategize and map debris haul routes.
- Select debris management sites and design the site layout.
- Determine reduction and recycling means and methods.
- Identify and coordinate environmental issues.
- Assess available landfill space and determine if additional space is needed.
- Develop the debris collection strategy.
- Write contract scopes of work, conditions, and specifications.

- Coordinate with other local and State jurisdictions for road clearance and operations.
- Establish a process for building damage assessment and condemnation (including public and private properties).
- Issue permits.

Questions to Consider

1. What departments within your agency are responsible for:

   - Debris removal?
   - Solid waste removal?
   - Demolition?
   - Public information?
   - Contract services?

2. What departments within your agency should participate in the development of a debris management plan?

3. Who will be the Debris Project Manager for your jurisdiction?

4. What staff positions within your agency or department should be designated to coordinate State and Federal assistance for debris management activities?

5. What local ordinances that have been adopted in your community apply to debris management activities?

6. What Federal and State environmental regulations apply to debris removal activities?

7. Which staff member will be responsible for coordinating efforts with FEMA and the State during a Presidentially declared disaster?

To Do Checklist

1 Assign management personnel to a debris management team for planning and implementation of the debris management plan. Assignments include management and planners for:

- Administration
- Contracting/Procurement
- Legal
- Operations
- Engineering/Planning

2. Establish an organization chart with names and contact numbers for distribution to the planning staff.

3. Assign a primary coordinator, and additional staff if necessary, to coordinate State and Federal assistance for debris management activities.

4. Assemble any local ordinances that have been adopted in the jurisdiction that apply to debris management activities.

Chapter 6 – Debris Forecasting for a Design Event

Chapter Highlights

Design Disaster Event
Disaster Characteristics
Land Use and Geography
Forecasting Methods
- Buildings
- Vegetation
- Volume – Weight Conversion Factors
- Other Forecasting Methods

Questions to Consider
To Do Checklist

Please see Chapter 1, *Public Assistance Debris Removal Eligibility*, and Chapter 3, *Debris Removal from Public Property*, for eligibility issues to consider in developing the debris management plan.

Quantifying the amount of debris after the disaster is known as "estimating." Predicting the amount and type of debris prior to a disaster event is known as "forecasting."

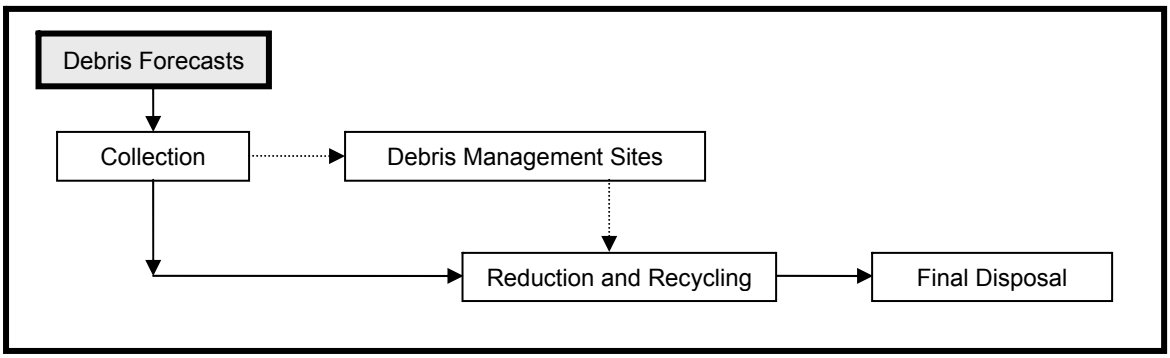

Figure 6.1 – Debris Management Forecasting Component

Forecasting the type and quantity of debris begins the debris planning process. By forecasting the type and quantity of debris, the planning staff can better define the scope of work of the debris management operations. Debris forecasts can be used to determine the required response and recovery resources, the number and size of storage and reduction sites, and the final disposition of the disaster-related debris.

Staff can reasonably forecast debris by becoming familiar with the impacts that result from various types of disasters. Realistic debris forecasts depend on the type and size of disaster an applicant anticipates their community will encounter.

Design Disaster Event

The type of disaster and the debris that is generated may be similar for an entire region of the country, but the size and extent of the affected areas is specific to an applicant's jurisdiction. The more information gathered during the planning process, the more realistic the projected debris quantities will be for future disasters. For planning purposes, an applicant should consider a "design event" to calculate and forecast the amount of debris that will be generated. Planning staff needs to determine the size and extent of a potential disaster.

Historical data is most often used to determine the design event for hurricanes, tornadoes, ice storms, wildfires, and floods. The design disaster event must be within reason and take into account historic events and any additional altered criteria that may affect the disaster scenario. For example, a flood event may not impact as many single-family homes as a previous event, due to a change in a river channel or revised zoning laws that prohibit building in a flood-prone area.

Earthquake design events should be analyzed for reasonableness and practicality. For instance, an applicant may only need to plan with the assumption that a portion of its structures will be damaged or destroyed during a disaster event, rather than all of its structures, if more stringent seismic building codes and better construction practices have been adopted since a previous event of the same nature.

Terrorist events have limited historical data; information from natural disasters and/or analyzing vulnerabilities of a particular applicant's jurisdiction may provide useful insight into the challenges an applicant could anticipate.

Disaster Characteristics

The following are general descriptions of natural and manmade disasters and the associated debris that each generates.

Hurricanes and Typhoons

The terms "hurricane" and "typhoon" are two regional names for the same phenomenon. The damaging forces of hurricanes and tropical storms include high velocity winds (up to 150 miles per hour or higher in gusts), storm surge, and wave action. The most severe damage frequently occurs in the shore lands adjacent to the ocean. The resultant debris consists primarily of vegetative matter, construction materials from damaged or destroyed structures, personal property, marine vessels, and sediment. The greatest concentration of debris is located along the shoreline. Flooding and tornadoes spawned by hurricanes can cause damage and leave extensive amounts of natural and manmade debris far inland.

It is important to consider the mix of debris that may be generated, though there is no standard composition data that can be applied for all hurricanes. For example, the composition of debris from Hurricane Andrew (1992) in Florida was generally 30 percent clean, woody debris and 70 percent construction and demolition debris. After Hurricane Fran (1996) in North Carolina, the mix was exactly the opposite. Considering the land-use types and existing infrastructure (types of structures) will assist in making forecasts for planning purposes.

Tsunamis

A tsunami is a wave train, or series of waves, generated in a body of water by an impulsive disturbance that vertically displaces the water. Earthquakes, landslides, volcanic eruptions, explosions, and even the impact of cosmic bodies, such as meteorites, can generate tsunamis. Tsunamis can savagely attack coastlines, causing devastating property damage and loss of life. They are capable of inundating and flooding areas hundreds of yards inland past the typical high water level. The fast-moving water associated with the inundating tsunami can crush homes and other coastal structures. Debris from tsunamis may consist of construction and demolition debris, vegetative debris, dead mammals, fish, and other marine forms. Tsunamis can be very deadly, and a community could expect to have a high loss of life.

Tornadoes

Damage from tornadoes is caused by high-velocity rotating winds. The severity of the damage depends on the velocity of the tornado funnel and the length of time the funnel is on the ground. Damage is generally confined to a narrow path, which can be up to one-half mile wide and from 100 yards to several miles long. Tornado debris consists primarily of vegetative debris, construction materials from damaged or destroyed structures, and personal property.

Floods

Severe rainstorms, hurricanes, tsunamis, or reservoir failure can cause flooding. Damage to structures from flooding is caused either by inundation or high-velocity water flow. Structural damage is usually limited to the floodway and the floodplain area immediately adjacent to the waterway. Heavy structural damage may result from high-velocity waters in mountainous areas or failure of a flood control project, such as a dam or levee. Flood debris may consist of sediment, wreckage, personal property, and sometimes hazardous materials deposited on public and private property. Additionally, heavy rains and floods may produce landslides; in such cases, debris consists primarily of soil, gravel, rock, and some construction materials.

Earthquakes

Seismic forces along fault lines generate shock waves that cause ground shaking, surface ruptures, liquefaction, landslides, mudflows, and earth cracking. Damage may be localized at the epicenter or widespread across adjoining areas. Secondary effects of earthquakes such as aftershocks, fires, explosions, and landslides cause further damage. Debris from an earthquake generally consists of damaged personal property, structural building materials, charred material, concrete, and asphalt.

Fires

Wildfires or urban fires can destroy or partially damage building structures, vehicles, public infrastructure, and vegetation. The loss of vegetative growth on hillsides may result in mudslides and subsequently cause further structural damage. Debris from fires consists of burnt personal property, burnt metals, charred wood, ash, asbestos, and other hazardous wastes.

Ice Storms or Snowstorms

Debris from ice storms or snowstorms consists of significant amounts of vegetative debris and overhead utility service components.

Acts of Terrorism

Terrorism includes the unlawful use of force and violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives. Since terrorism is regarded as a criminal act, it involves coordination with law enforcement authorities, the coroner's office, and health officials before debris is handled or disposed.

Debris generated as a result of an act of terrorism is highly variable in both quantity and type, depending upon the specific means utilized by the terrorists. An act of terrorism could generate little to no debris at all, or could result in large quantities of multiple types of debris, potentially requiring highly specialized personnel, procedures, and equipment for its removal and disposal.

Disaster Debris Streams

Typically, disasters generate a mix of different types of debris. Figure 6.2 summarizes the typical types of debris for each type of disaster.

		Typical Debris Streams								
		Vegetative	Construction & Demolition (C&D)	Personal Property/ Household Items	Hazardous Waste	Household Hazardous Waste (HHW)	White Goods	Soil, Mud and Sand	Vehicles and Vessels	Putrescent
Types of Disasters	Hurricanes / Typhoons	X	X	X	X	X	X	X	X	X
	Tsunamis	X	X	X	X	X	X	X	X	X
	Tornadoes	X	X	X	X	X	X		X	X
	Floods	X	X	X	X	X	X	X	X	X
	Earthquakes		X	X		X	X	X		
	Wildfires	X		X		X	X	X		
	Ice Storms	X				X				

Figure 6.2 – Typical Debris Streams for Different Types of Disasters

Different handling and disposal methods are required for particular debris types and impact the scope of work of the debris management plan. Managing debris containing hazardous, household hazardous, medical, and infectious materials requires various specialized handling and disposal methods. Planning Staff should consider the proper handling and disposal methods for each type of debris that could be generated during each design disaster event when preparing debris management plans. Refer to Chapter 3, *Debris Removal from Public Property*, for discussion on typical debris streams.

Land Use and Geography

The planning staff should take into consideration land use, terrain, and accessibility of areas located within the applicant's geographic boundaries to determine the types of debris that will be generated and to establish effective debris collection programs.

Understanding the local land use provides information as to the types of debris that will be generated and offers insight as to the type of handling that would be necessary to safely manage the debris. For example, rural areas may have more vegetative debris; whereas, urban residential areas may have more construction and demolition debris. Industrial parks may have

special environmental concerns compared to park areas. Planning staff may find it useful to divide the jurisdiction into sectors in order to keep the forecasting manageable.

Evaluating accessibility and terrain of various locations within a jurisdiction is critical to determining the types of debris collection programs that should be undertaken. Remote areas may require the planners to safely store the debris until accessibility is established. Usually, finding debris contractors, recyclers, or disposal facilities in remote areas is a challenge. To promote expedient recovery efforts, planners should identify and maintain lists of available debris contractors, recyclers, and disposal facilities.

Forecasting Methods

After the disaster parameters and geographic extent is established, specific debris volumes can be quantified by using historical information or forecasting models.

Historical records provide a basis for forecasting disaster-generated debris and can be used for planning purposes. Previous contracts for debris removal, recycling activities, volume-reduction processing, and landfill disposal records should be reviewed thoroughly to determine the quantity of disaster debris that was generated for a particular disaster event.

If previous disaster data is not available, assumptions may be made from neighboring jurisdictions' experience, or from USACE modeling. USACE emergency management staff has developed a modeling methodology designed to forecast potential amounts of hurricane-generated debris. Based on data from Hurricanes Frederic (1979), Hugo (1989) and Andrew (1992), the methodology has a predicted accuracy of plus/minus 30 percent. USACE mathematical modeling forecasts the quantity of debris specifically generated by hurricanes and is available in Appendix B, *USACE Hurricane Debris Estimating Model*.

Buildings

Several basic techniques have been established to forecast destroyed building debris quantities. These techniques can be used to forecast debris quantities prior to an event or estimate quantities after a disaster.

Residential buildings

A formula for estimating the debris quantities from a demolished single-family home and associated debris is:

$$L' \times W' \times S \times 0.20 \times VCM = \_\_\_ \text{ cubic yards of debris (cy)}$$

Where:

L = length of building in feet
W = width of building in feet
S = height of building expressed in stories
VCM = Vegetative Cover Multiplier

The vegetative cover multiplier is a measure of the amount of debris within a subdivision or neighborhood. The descriptions and multipliers are described as:

- **Light** (1.1 multiplier) includes new home developments where more ground is visible than trees. These areas will have sparse canopy cover.
- **Medium** (1.3 multiplier) generally has a uniform pattern of open space and tree canopy cover. This is the most common description for vegetative cover.
- **Heavy** (1.5 multiplier) is found in mature neighborhoods and woodlots where the ground or houses cannot be seen due to the tree canopy cover.

The table below can be used to forecast debris quantities for totally destroyed single-family, single-story homes in the applicable vegetative cover category.

Typical House (square feet)	Vegetative Cover Multiplier			
	None	Light (1.1)	Medium (1.3)	Heavy (1.5)
1000 sf	200 cy	220 cy	260 cy	300 cy
1200 sf	240 cy	264 cy	312 cy	360 cy
1400 sf	280 cy	308 cy	364 cy	420 cy
1600 sf	320 cy	352 cy	416 cy	480 cy
1800 sf	360 cy	396 cy	468 cy	540 cy
2000 sf	400 cy	440 cy	520 cy	600 cy
2200 sf	440 cy	484 cy	572 cy	660 cy
2400 sf	480 cy	528 cy	624 cy	720 cy
2600 sf	520 cy	572 cy	676 cy	780 cy

Figure 6.3 – Debris Forecasting Table for Totally Destroyed Homes

The amount of personal property within an average flooded single-family home has been found to be:

- 25-30 cy for homes without a basement
- 45-50 cy for homes with a basement

Mobile homes have less wasted space due to their construction and use. The walls are narrower, and the units contain more storage space. Therefore, the typical mobile home generates more debris by volume than a single-family home. Historically, the volume of debris from mobile homes has been found to be:

- 290 cy of debris for a single-wide mobile home
- 415 cy of debris for a double-wide mobile home

Outbuildings

All other building volumes may be calculated by using the following formula:

$$\frac{L' \times W' \times H' \times 0.33}{27} = \_\_\_ \text{ cubic yards of debris}$$

Where:

L = length of building in feet
W = width of building in feet
H = height of building expressed in feet
0.33 is a constant to account for the "air space" in the building
27 is the conversion factor from cubic feet to cubic yards

Vegetation

Vegetation is the most difficult to estimate due to the random sizes and shapes of trees and shrubbery. Based on historical events, USACE has established a few rules of thumb in forecasting and estimating vegetative debris.

- Treat debris piles as a cube, not a cone, when estimating
- 15 trees, 8 inches in diameter = 40 cy (average)
- One acre of debris, 3.33 yards high = 16,117 cy

Volume – Weight Conversion Factors

These factors to convert woody debris from cubic yards to tons are considered reasonable and were developed by USACE.

Softwoods	6 cubic yards = 1 ton
Hardwoods	4 cubic yards = 1 ton
Mixed debris	4 cubic yards = 1 ton
C&D	2 cubic yards = 1 ton

To verify these conversion factors in the field, several truckloads may be tested. Trucks should be well loaded, contain woody debris typical of that being removed, and truck capacities should be verified. It is recommended that testing be performed with all affected parties present.

Other Forecasting Methods

Remote Sensing

The use of remote sensing information (aerial photographs, satellite data, etc.), either alone or in combination with field surveys, may be of significant use in forecasting the amount, mix, and extent of debris. Geographic Information System (GIS) maps should be considered early in the planning process. Depending upon the area, it is usually possible to quickly obtain GIS maps of landfills, Superfund sites, transportation routes, etc. As data on debris is obtained, plotting it on GIS maps should be considered.

Forecasting Models in Development

The private sector is currently developing other debris estimating models for tornadoes and hurricanes. These models are based on GIS or phone book data and on the USACE model. The Federal government and private industry are also working on a model to determine earthquake debris. The model takes into consideration various characteristics of an earthquake to anticipate the quantity of debris that could be generated by an earthquake.

Other debris forecasting methodologies and computer models may be available through other private vendors or other public sources.

Note that FEMA does not specifically endorse a particular product; however, such products may assist in forecasting disaster-generated debris and may be utilized for planning purposes.

Questions to Consider

1. Describe the types of disasters and debris streams that place your jurisdiction at risk.

2. Historically, what type of disaster generated:

   - The most amount of debris (quantity)?
   - The most varied types of debris?

3. Who will be responsible for:

   - Forecasting the debris quantities prior to the disaster?
   - Estimating the post-disaster debris quantities?

To Do Checklist

1. Establish a design disaster event. This may be based on historical events.

2. Forecast the type and quantity of debris for the design event. This can be based on historical data, recent neighboring community damage, or modeling methods.

3. Consider jurisdictional geography when forecasting and divide the jurisdiction into sectors if necessary.

Chapter 7 – Debris Collection Strategy

Chapter Highlights

Developing a Collection Strategy
- Response Operations
- Recovery Operations

Types of Collection Methods
- Curbside Collection
- Collection Centers

Collecting Hazardous Waste and White Goods
- Household Hazardous Waste
- White Goods

Questions to Consider

To Do Checklist

Please see Chapter 1, *Public Assistance Debris Removal Eligibility* and Chapter 4, *Private Property Debris Removal and Demolition of Private Structures*, for eligibility issues to consider in developing the debris management plan.

The next step after determining the design event and debris forecasting is to develop a debris collection strategy.

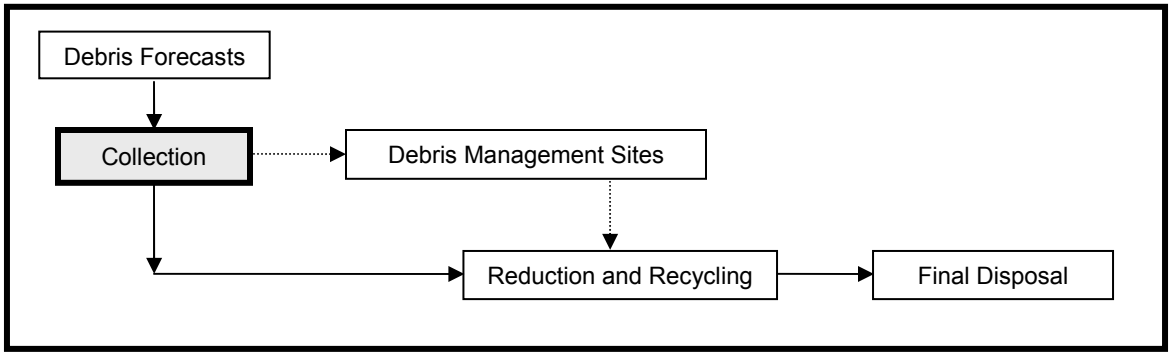

Figure 7.1 – Debris Collection Component

Collection operations are normally broken into two phases: response and recovery. An efficient debris management plan includes collection activities for response and recovery debris strategies. Response occurs sometimes during and always immediately after an event in order to clear emergency access routes. The recovery operation usually begins after the emergency access routes are cleared and the residents return to their homes and begin to bring debris to the public rights-of-way.

Developing a Collection Strategy

To develop a strategy, the planning staff must consider several variables, which include:

- Amount and type of forecasted debris
- Employee labor resources
- Available equipment
- Urgency of the debris operations
- Damage to priority infrastructure
- Limitations of forces and skills for specialized debris issues

Response Operations

Debris removal activities during the response phase include immediate actions for the removal of debris to facilitate search and rescue efforts, to allow access to critical facilities, and to prevent flooding. Actions required during the response phase are usually completed within a matter of days following a disaster event.

Applicants often use their own labor force and equipment to remove debris during this phase. In circumstances when the existing labor force is not sufficient, or when specialized services are required, applicants may supplement their work efforts by activating mutual aid agreements or by awarding short-term debris removal contracts for specific work.

Response operations primarily focus on the emergency access routes and main arterials. The planning staff should identify which roads and streets are essential to emergency operations so they can manage and direct local resources. The planning staff should identify and target areas for possible State and mutual aid assistance to augment their efforts.

Prior to and immediately following the event, extricating people and providing access to health care facilities are the top priorities; therefore, the major arterial routes are given priority for the emergency services staff such as police, fire, and ambulance service. Emergency operations infrastructure, such as the emergency operations center and supply distribution centers, normally are the next priority.

Other infrastructure, such as water, wastewater, and utilities, is typically given the third priority. Priorities for all other routes are established by the applicant based on its particular situation. The following is an example priority list:

1. Fire, police, and ambulance service routes
2. Access routes to trauma centers, hospitals, critical care units, and jails
3. Major arterial routes
4. Roads and streets to the debris management center and emergency operations center
5. Supply routes to emergency supply distribution centers

6. Roads and streets to government facilities
7. Communication towers and systems access
8. Utility access routes
9. Routes to shelters

Maps showing specific streets, roads, buildings, hospitals, and addresses, along with specific labor assignments are necessary for emergency staff to understand their roles. All other roads and streets are normally cleared once the emergency and major access routes are opened and the jurisdiction transitions to the recovery operations.

Recovery Operations

The recovery phase focuses on collecting the remaining debris, reducing or recycling, and final disposal. Development and management of a debris management site is considered a recovery activity as well. Depending on the quantity and the complexity of the debris removal actions, debris removal activities could continue for several months. Applicants can use a combination of force account and contractor services for debris removal activities during this phase.

Types of Collection Methods

The fundamental component of a disaster debris management strategy is the collection of debris. The public expects to have debris removed from neighborhoods immediately after a disaster event. The implementation of disaster debris collection immediately after the disaster event assures the public that recovery efforts are in progress and that the community will return to normal quickly. Developing an approach to collect debris during the planning process will assist applicants to begin collecting debris immediately following a disaster event.

The debris type, amount, and urgency determines which collection method is used. The two main methods of debris collection are curbside collection and collection centers.

The planning staff may tailor the collection operation using curbside collection, collection centers, or a combination of both depending on the specific jurisdiction, quantities, and types of debris.

Curbside Collection

Curbside collection parallels an applicant's normal garbage and trash collection operations. Debris is placed at the curb or public rights-of-way by the residents for the applicant's collection. The only difference between the subcategories discussed below is the separation of the types of debris at the point of collection.

Mixed Debris Collection

Collecting mixed debris by the applicant allows for residents to place all debris types in one specified area, usually along the public right-of-way in front of their residence. While this is the most convenient for the public, it does not facilitate effective recycling and reduction efforts, as the debris will need to be handled multiple times. Therefore, this method prolongs recycling and reduction efforts and increases operational costs.

Source-Segregated Debris Collection

Residents are directed to sort the debris by material type and place it at the curb in separate piles. Trucks designated for a particular debris type collect the assigned debris and deliver it to a temporary staging area, or debris management site, reduction, recycling, or disposal facility. The disadvantage of this method is that it requires more trucks to collect the different types of debris; however, this increased equipment cost may be offset by avoiding the labor cost and time to separate the debris by hand. Source-segregated debris collection offers the potential of high salvage value and efficient recycling/reduction processing. This method is important when collecting hazardous and environmentally sensitive debris, such as household hazardous waste and white goods. Both types of debris are discussed at the end of the Collection Methods section.

Collection Centers

The second type of collection method is to have the residents transport their debris to a common location. Large roll-off bins may be placed on public rights-of-way or public property for the residents to bring their debris for collection. This is well suited for rural, sparsely populated areas or logistically difficult conditions (i.e., hilly neighborhoods) where curbside collection is not practical. Separate bins can be designated for particular types of debris. The associated costs are generally low since the public essentially accomplishes the material collection and separation themselves.

The planning staff should assign employees to manage the development of the site and oversee the operations of the collection center. The planning staff needs to design the circulation for proper ingress, egress, and collection bin exchanges. Employees need to be stationed at the centers during the collection period in order to have empty bins brought in when the current ones are full, to ensure that debris materials are placed in the correct bins, and to ensure a collection center does not become a dumping ground for non-disaster-related debris.

The planning staff's legal counsel should investigate the liability issues that the site may present, especially if debris is being brought in and handled by the jurisdiction's residents.

Collecting Hazardous Waste and White Goods

The two most common types of debris that will need special handling are hazardous waste and white goods. Regardless of which collection method is used, the planning staff needs to understand the effects this collection can have on the overall debris clearance, removal, and disposal mission.

Household Hazardous Waste

HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods such as storage in a particular part of a landfill. Typically, the landfill requires special liners and a more intense permit standard due to the hazardous waste. The disposal cost of HHW is generally higher than the disposal of other waste; therefore, the overall cost of debris disposal can escalate quickly if the HHW collection and disposal is not planned and executed with care.

Local governments, in coordination with the State and county, often host HHW collection center events, or "round-ups," several times during the year. The round-ups are planned scheduled events for residents to legally dispose of unused HHW. The applicants should host a HHW round-up following a disaster event, in order to avoid the commingling of the hazardous waste with other disaster-related debris. This limits the amount of contaminated waste, thereby reducing the overall disposal cost of the debris.

Pre-disaster planning should include training for hazardous waste response teams to collect, sort, store, and dispose of excessive quantities of HHW. The planning staff may consider having emergency hazardous waste removal/disposal contracts in place or pre-qualifying contractors to perform the work. The planning staff may prepare generic scopes of work that can be fine tuned with minimal effort, in order to begin recovery operations as soon as possible.

White Goods

The planning staff needs to take special care in finding certified recycling centers that are permitted to take white goods. Refrigerants and other machine fluids are normally regulated by the State environmental agency and can only be reclaimed by certified technicians and disposed of at a permitted facility. To avoid releases of refrigerants or oils, the collection of white goods should be accomplished carefully by manually placing the appliance on trucks or by using lifting equipment that will not damage the elements that contain the refrigerants or oils.

Having contracts or agreements in place prior to a disaster expedites the recovery efforts.

Recycling scrap metals and parts from white goods presents an opportunity for applicants to offset the collection and disposal costs. This also reduces the amount of waste going to a landfill.

The State environmental office and EPA provide first response functions in cases of commercial, agricultural, industrial, and toxic waste spills. The debris management plan should include the contact information for both parties in case of a large contamination issue.

Questions to Consider

1. What facilities will be critical for establishing clearance or removal priorities in the debris management plan?
   - Emergency (police, fire, hospitals)
   - Utilities (electrical, water, sewer, communications)
   - Other

2. Who will conduct response and recovery activities? Force account labor? Contractors?

3. How will debris be collected throughout the jurisdiction?

4. How will the collection activities handle HHW and white goods?

5. Have the necessary environmental controls for hazardous waste been designed for the collection centers, such as liners and berms?

6. Have the appropriate State and local regulatory agencies been involved in the selection of collection center sites, to ensure they are not placed in environmentally sensitive areas?

To Do Checklist

1. Establish priorities for debris clearance and removal during response and recovery operations.

2. Identify which collection method best suits the jurisdiction.

3. If collection centers are used:

   a. Identify appropriate locations for collection centers
   b. Identify if hazardous waste or HHW will be collected
   c. Identify how the collection centers will be monitored
   d. Identify how long the collection centers will be in place

4. If using curbside collection, identify the work force that will collect the debris:

   a. If Force account, assignments for:
      - Labor
      - Equipment
      - Sector or section of the applicant's jurisdiction

   b. If Contractors, assignments for:
      - Labor
      - Equipment
      - Sector or section of the applicant's jurisdiction
      - Monitor assignments for contractor activities

5. Establish a process for handling HHW and white goods.

6. Train staff and emphasize the need for documenting key debris eligibility requirements for Public Assistance grant consideration:
   a. Hours worked
   b. Hours the equipment was operating
   c. Location of work performed
   d. Amount of debris removed
   e. Type of debris

Chapter 8 – Debris Management Sites

Chapter Highlights

Advantages and Disadvantages
Identifying Debris Management Sites
– Ownership
– Size
– Location
– Environmental and Historic Preservation Concerns
Baseline Data Collection
Environmental Monitoring Program
Permits
Establishment and Operations Planning
– Site Design
– Site Management
– Site Closure
Questions to Consider
To Do Checklist

Please see Chapter 1, *Public Assistance Debris Removal Eligibility*, for eligibility issues to consider in developing the debris management plan.

Debris Management Sites (DMS) are established when applicants are unable to take debris directly from the collection point to the final disposition location.

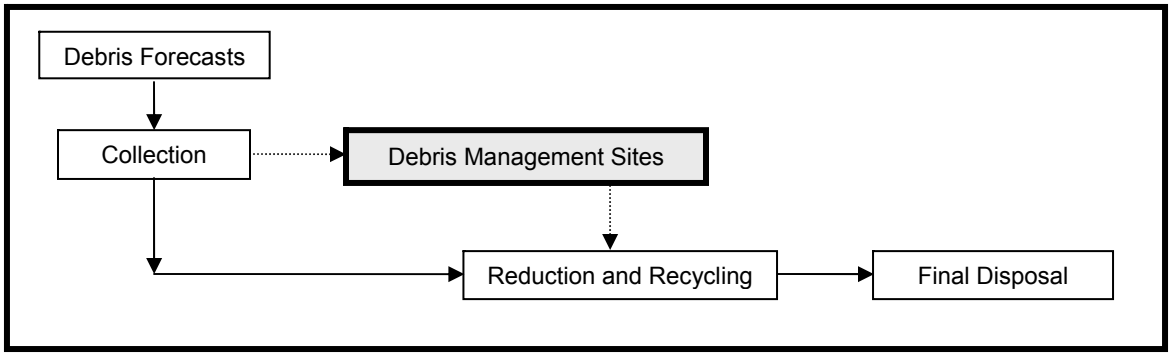

Figure 8.1 – Debris Management Site Component

A DMS is a location for applicants to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition. It is frequently used to increase the operational flexibility when landfill space is limited or when the landfill is not in close proximity to the debris removal area.

By employing a DMS, the debris can be collected from the rights-of-way and public properties in order to expedite permanent recovery operations. Locations for temporary debris storage and processing facilities should be identified during the planning process, and a listing of the locations should be included in the debris management plan.

Advantages and Disadvantages

The advantages and disadvantages of a DMS are:

Advantages:

- Flexibility of operations. The DMS may also include a collection center for the public's use.
- Facilitation of recycling and reduction of debris. Specific reduction, recycling, or segregation needs can be designed into the site.
- Expedition of debris collection. Having a site for temporary storage and reduction allows time for local landfill site preparation before final disposal. The DMS may also be established at a location central to the disaster event, thereby reducing travel time from the disaster area to the disposal site.

Disadvantages:

- Additional cost to handle the debris twice. Once to the DMS and the second time to final disposition.
- If applicant-owned land is not available, leasing land is expensive.
- Additional costs for proper planning, engineering, and permitting.
- Considerable time and effort required to complete environmental and historic preservation compliance reviews prior to establishing the site.
- Environmental review and potentially extensive site cleanup may be necessary to properly close the site.
- DMS requires dedicated site management and staff for efficient operations, safety, and documentation considerations.

Identifying Debris Management Sites

Identifying potential sites before a major natural disaster expedites debris removal and subsequent volume reduction and disposal actions. The designated Debris Project Manager and staff should work closely with other local, tribal, and State officials to develop and maintain

current listings of potential debris storage and reduction sites in areas prone to natural disasters. Site selection should be based on the following criteria:

- Ownership
- Size
- Location
- Environmental and historic concerns (baseline study findings)

Ownership

The planning staff should consider public lands first in order to avoid costly land leases. Existing disposal or recycling facilities that are in close proximity to the disaster area are ideal locations for DMS. Nearby landfill and recycling center capacities need to be evaluated for site feasibility. Applicant-owned sites that will not require extensive repair costs, such as parks, vacant lots, or sports fields, should be considered as well. State-to-State or county-to-county agreements may present possible solutions for public land use.

When this is not possible, the planning staff should develop criteria for identifying potential private property locations for the DMS. Private land leases need to be reviewed by the legal staff in order to avoid extensive damage claims upon site closeout.

Land Lease Agreements

The duration of the land lease agreement should be inclusive of all the time the applicant will be present at the site, beginning with the baseline environmental study and ending once the property owner takes back legal ownership.

The agreement should include a requirement to conduct a baseline environmental evaluation of the site before the site is occupied and an environmental evaluation before returning the property back to the owner. Both documents may become an annex to the land lease agreement.

The land lease agreement should be for a specific time frame with the ability to extend the lease if debris removal and processing activities are not completed.

Size

The size of the site is dependant on the quantity of debris that is stored and processed. The site should be large enough to safely accommodate processing of various debris materials, storing heavy equipment, and maneuvering trucks and large processing equipment. Historic disasters have shown that it takes 100 acres of land to process one million cubic yards of debris. USACE has found that approximately 60 percent of the area will be used for roads, buffers, burn pits, HHW disposal areas, etc.

Location

The DMS should be established in an area that does not impede the flow of traffic along major transportation corridors, disrupt local business operations, or cause dangerous conditions in residential neighborhoods or schools. Whenever possible, avoid locating a DMS near residential areas, schools, churches, hospitals, and other such sensitive areas.

The DMS requires good ingress/egress to accommodate heavy truck traffic. The planning staff should consider adjusting traffic signals to accommodate projected truck traffic on critical haul routes. The DMS selection criteria should consider access to major routes to allow for trucks to transport material to final disposition locations.

The planning staff needs to consider public acceptability when selecting a potential DMS. It is largely dependent upon the activities planned for the site. Smoke from burning, around-the-clock light and noise from equipment operation, dust, and traffic are generally tolerated early in a disaster recovery operation, but may have to be curtailed later. The planning staff is strongly encouraged to notify citizens early about planned site activities and possible ramifications.

Environmental and Historic Preservation Concerns

When selecting public or private sites, pre-existing conditions should be considered because the sites will have to be restored upon site closeout. Proper management of the site allows the site to be closed with manageable efforts. For site closure reasons, planning staff should refrain from aggravating an existing environmental issue during the debris management operations.

Therefore, a DMS should not be established in an environmentally or historically sensitive area such as wetlands, critical animal and plant habitats, sole source aquifers, freshwater well fields, historic districts, or archeological sites. This applies specifically to any Superfund site or area within a 100-year floodplain. DMS selection criteria should also take into consideration any disproportionately high or adverse impacts on minority or low-income populations, in accordance with EO 12898. Adverse impacts should be avoided or minimized where possible. If an environmental or historic preservation concern is found during the baseline data collection process (described below), the potential site should be ranked lower than others. However, if use of such areas is unavoidable, the State and local environmental and historic preservation requirements must be followed. Compliance with environmental and historic preservation requirements is still required.

By conducting a baseline data collection study, the planning staff is able to further establish the feasibility of potential sites, document the existing site, and vet potential environmental issues. Data collection needs to be completed prior to establishing the site and continued throughout the operations. The final evaluation should include the same documentation in order to avoid disagreements on the condition of the site prior to the operations and the condition to which it was returned.

Baseline Data Collection

Baseline data collection is essential to documenting the condition of the land before it is used as a DMS. Private and public land used as a DMS needs to be returned to its original condition following the end of all debris operations. As soon as a potential site is selected, the designated Debris Project Manager and staff should work closely with local, tribal, and State officials to develop baseline data criteria. The following actions are suggested to document the baseline data on all sites:

1. **Videotape and/or Photograph the Site**. Thoroughly videotape and/or photograph (ground or aerial) each site before beginning any activities. Periodically update video and photographic documentation to track site evolution.

2. **Document Physical Features**. Note existing structures, fences, culverts, irrigation systems, and landscaping that can help evaluate possible damage claims made later.

3. **Investigation of Historic Significance**. Research the past use and ownership of the property to document any issues regarding the existence of historic structures or archeological sites. The SHPO may have information about the property.

4. **Sample Soil and Water**. Soil and groundwater samples should be collected prior to use of the site. Advance planning with community and State environmental agencies can establish requirements, chain of custody, acceptable sampling methods, certified laboratories, and testing parameters. If in-house assets are not available, the planning staff may consider establishing a contract with an environmental consulting firm that can respond rapidly. Planned HHW, ash, and fuel storage areas should be sampled prior to site setup.

Environmental Monitoring Program

As operations proceed additional data should be collected throughout the operations for closeout and quality assurance reasons. The data can be compared to the previously established information in order to determine any remediation that may be necessary.

1. **Sketch Site Operation Layout.** DMS operations may grow, shrink, or shift on the site. It is important to track reduction, hazardous waste collection, fuel, and equipment storage in order to sample soil and water for contaminants. Periodically map or sketch activity locations so that areas of concern can be pinpointed later for additional sampling and testing.

2. **Document Quality Assurance Issues**. Document operations that will have a bearing on site closeout, such as petroleum spills at fueling sites, hydraulic fluid spills at equipment breakdowns, installation of water wells for stock pile cooling or dust control, discovery of HHW, and commercial, agricultural, or industrial hazardous and toxic waste storage and disposal.

3. **Restoration of Site**. Final restoration of the landscape must be acceptable to the landowner, but within reasonable expectations. Therefore, plan the landscape restoration as early as possible, preferably incorporating provisions within the lease.

Permits

Environmental permits and land-use variances may be required to establish a temporary DMS. Several agencies may be involved in issuing permits and granting land-use approvals. The planning process should identify the potential permits that will be required to establish a facility. A listing of the permits should be part of the debris management plan and may include:

- Waste processing and recycling operations permit
- Temporary land-use permits
- Land-use variances
- Traffic circulation strategies
- Air quality permits
- Water quality permits
- Coastal commission land-use permits
- HHW permits
- Fire department permits

Establishment and Operations Planning

Site Design

The information gathered during the baseline data collection becomes important to the design of the site. Additional concerns, such as site operations and closure criteria, need to be taken into consideration when the site is designed. Many of these issues will be addressed in planning, but will be implemented after the debris-generating event occurs.

Site Preparation

The topography and soil/substrate conditions should be evaluated to determine the best site layout. When planning site preparation, the designer should consider ways to make site closure and restoration easier. For example, if the local soils are very thin, the topsoil can be scraped to bedrock and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be

re-spread to preserve the integrity of the tillable soils. Operations that modify the landscape, such as substrate compaction and over-excavation of soils when loading debris for final disposal, adversely affect landscape restoration.

Site Layout

The efficiency and the overall success of the DMS operations is determined by how the site is designed. Debris should be constantly flowing to incinerators and grinders, or recycled with the residue and mixed construction and demolition materials going to a landfill. Significant accumulation of debris should not be allowed to occur at temporary storage sites, due to environmental and safety concerns, such as the risk of fire. Moreover, permits for such sites usually impose maximum capacity restrictions. Additional debris management sites may be required if the actual debris quantities flowing into the site are greater than the site storage and processing capacity.

Figure 8.2 - DMS With Undesired Debris Accumulation

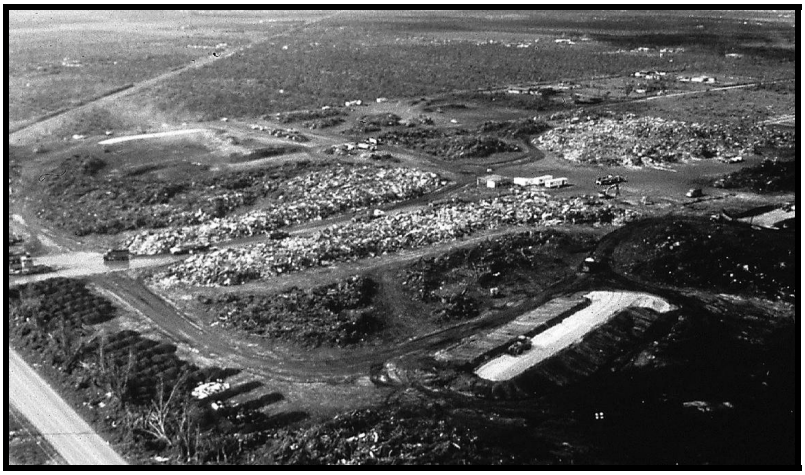

Figure 8.3 - DMS With Little Debris Accumulation

Operational Boundaries

Operational boundaries are the boundaries or areas that clearly define the difference in use areas at the DMS. In establishing the operational boundaries, the DMS design staff may consider using earthen berms, temporary barriers, or any other physical restriction. This aids traffic circulation and helps keep debris amassing at the DMS to a minimum.

Common operational uses are:

- Reduction
- Recycling
- Tipping areas (unloading)
- Loading areas for processed debris to go to its final disposition
- Drop-off centers for the general public (this may include vegetative, recycling, or construction and demolition debris)
- HHW storage
- Monitoring tower locations at both the ingress and egress points
- Equipment, fuel, and water storage

The separation between all of the areas listed above needs to be clearly delineated and defined. As operations proceed, the lines may be moved to accommodate either growing demand for space or a reduction in preparation for closure.

The reduction, recycling, tipping, and loading areas need ample room for large equipment operations. The design should take into consideration the possibility of multiple pieces of equipment being in the same activity area at one time. Depending on the scale of operations, each debris stream may have its own tipping area and should be designed accordingly. Reduction activity considerations are discussed in Chapter 9, *Debris Reduction/Recycling Methods and Disposal.*

General public drop-off areas for recycling, reduction, and construction and demolition debris may be included within a DMS. These public use areas should be carefully designed for passenger vehicle traffic and public safety.

HHW storage should be close to the public drop-off center yet restricted so that qualified personnel may process the waste appropriately. The design staff may consider constructing an impermeable lining and earthen berms in order to contain spills and prevent surface water runoff from leaving the area.

Monitoring towers should be located at ingress and egress points. Monitoring towers should be constructed of durable structural materials. The structures should be designed to withstand active and static loads. A stepladder is not an acceptable monitoring tower. Additional monitoring concerns and issues are discussed in Chapter 11, *Monitoring Debris Removal.*

Equipment and fuel should have a designated storage area and signs posted appropriately. The fuel storage areas need to be designed to contain spills. Water should be readily available at all times. Water storage areas should be strategically positioned throughout the site and identified appropriately.

Traffic Patterns

The traffic circulation needs to be well defined throughout the entire site. Although traffic signs and barricades aid in directing traffic, the planning staff may consider flag personnel to help direct traffic. Drivers unfamiliar with the new environments, routes, and rules will need assistance in order to safely navigate through the DMS.

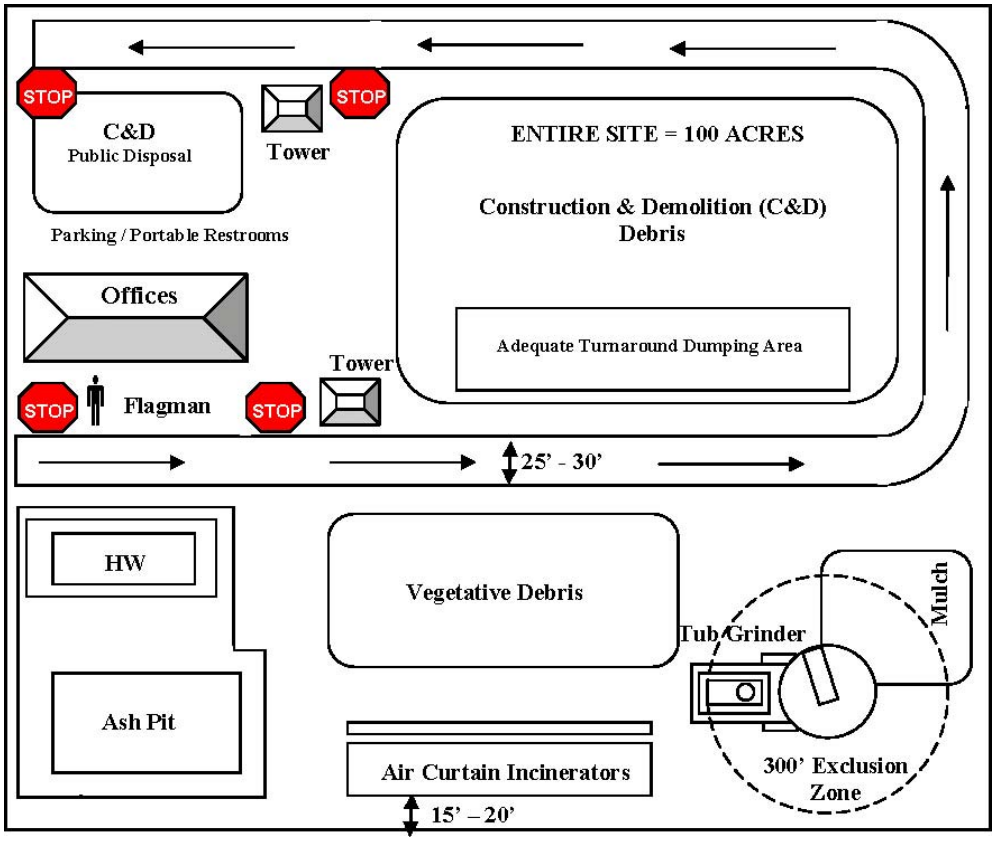

Figure 8.4 - Sample DMS Layout

Optimally, the designed traffic pattern should allow trucks to enter and exit through different access points, as long as each is monitored. Haulers are typically paid by the volume of a load. The load is evaluated when entering the site as a percentage of the full capacity of the truck. Stationing monitors at ingress and egress points ensures every truck releases the entire load prior to leaving the site. This avoids debris left in a truck from a previous load from being counted again in a subsequent load.

The empty trucks that enter the site to remove the processed (reduced) debris should enter and exit through an access point other than that of all other traffic. This reduces the site management and debris monitor confusion regarding debris being deposited or leaving the site.

Site Management

To meet overall debris management strategy goals and to ensure that the site operates efficiently, the management of the site should be under the direction of the applicant.

Applicants could use in-house personnel or contracted services to manage the site. In either situation, a site manager, debris monitors, and safety personnel are needed to ensure safe and efficient operations.

Site Manager

The site manager is responsible for supervising the overall day-to-day operations, maintaining daily logs, preparing site progress reports, and enforcing safety and permitting requirements during site operations. The site manager is also responsible for scheduling the environmental monitoring and updating the site layout. The site manager has oversight for monitoring the activities of the debris removal contractors and the onsite debris processing contractors to ensure they comply with the terms of their contracts.

Debris Monitors

Applicant's monitors (whether force account or contractors) should be placed at ingress and egress points in order to quantify debris loads, issue load tickets, inspect and validate truck capacities, check loads for hazardous waste, and perform quality control checks. The specific duties of the monitors are dependent on how debris is collected. Chapter 11, *Monitoring Debris Removal*, includes additional information concerning monitoring roles and responsibilities.

Safety Personnel

Safety personnel are responsible for traffic control and ensuring that site operations are in compliance with State and Federal occupational safety regulations.

Site Closure

When the site operations are complete, the property must be restored to its original condition before returning the site to the property owner. Restoration of a site involves removing all traces of the operations and possible remediation of any contamination that may have taken place during the operations. The site, either applicant owned or leased, must be brought back to its environmental state, prior to it being returned to the owner.

Debris, processing equipment, storage tanks, protection berms, and other structures built on the site should be removed from the site upon completion of all debris removal and processing operations.

The final environmental site evaluation is an extension of the environmental monitoring program. Similar testing as completed in the baseline study will be conducted to confirm that the site has been returned to its pre-activity state. Test samples should be taken at the same locations as those of the initial assessment and monitoring program. However, if warranted, additional test samples may need to be taken at other locations on or adjacent to the site.

Based on the results of the testing, additional remediation may be required before the owner takes final acceptance of the site. The lease agreement should have provisions to release the applicant from future damages when the site is returned in its original condition or final acceptance is received from the owner.

Questions to Consider

1. What are the remaining capacities of your landfills? How would you acquire this information?

2. Are there any restrictions to the types of materials that can be taken to your landfills?

3. Does the governing jurisdiction have available property that can be used as a DMS? If not, who would have the responsibility to locate a potential DMS and prepare legal lease agreements?

4. Who in your staff could manage the DMS? What staff is available to work at the DMS?

5. Will contracting additional labor and equipment be necessary to operate the DMS?

To Do Checklist

1. Identify landfills within the jurisdiction that can be used for a DMS, final disposal, or both. If landfill space is not available, what are the alternatives?

2. If it is determined that a DMS is necessary:

   a. Perform the baseline data collection

   b. Have the legal staff review and obtain a lease (if private property)

   c. Identify any outstanding environmental concerns with the site

   d. Obtain all permits from the governing authority or agencies

3. Identify the jurisdictional staff member(s) that will be responsible for the DMS operations.

4. Identify the types of operations that will be taking place at the DMS.

5. Design the DMS layout.

6. Identify how the DMS activities will be performed:

   - Force account labor and equipment
   - Contract labor and equipment.

7. Develop an ongoing environmental monitoring strategy for while the DMS is operating. Document appropriately for potential site closure remediation.

8. Perform a final environmental data collection to ensure the property is returned as it was accepted.

9. If the DMS is leased, ensure the property is returned and accepted by the owner without future action due to environmental contamination.

Chapter 9 – Debris Reduction/Recycling Methods and Disposal

Chapter Highlights

Methods of Reduction
- Incineration
- Chipping and Grinding
- Recycling

Final Disposition Operations
Questions to Consider
To Do Checklist

Please see Chapter 1, *Public Assistance Debris Removal Eligibility* and Chapter 2, *Costs*, for eligibility issues to consider in developing the debris management plan.

Based on the debris forecasting, the planning staff will have a concept of the amount and types of debris that will be collected and disposed of. During this period, the staff may consider reduction and recycling methods to lower the overall cost of a debris removal operation.

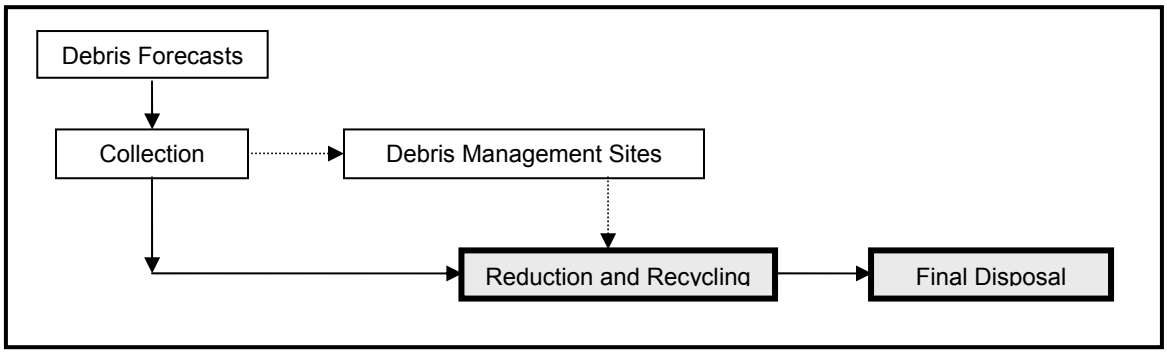

Figure 9.1 – Debris Reduction/Recycling and Final Disposal Component

Reducing and/or recycling disaster-related debris has financial and environmental advantages. These operations can decrease the overall cost of a debris removal operation by reducing the amount of material that is taken to a landfill. This diminishes the cost of final disposition in the form of tipping fees. In the case of recycling, potential end-use products for specific markets may offset the cost of operations even more. In many communities, recycling operations are an important component of the community public policy and are a priority. The staff should evaluate the types of reduction methods appropriate for the anticipated debris based on different disaster scenario events.

Methods of Reduction

The planning staff has three main types of reduction methods to consider and use during the operations: incineration, chipping/grinding, and recycling.

One method or a combination of methods may be utilized as appropriate depending on the type and anticipated volume of debris. The applicant must ensure all Federal, State, county, and local laws are followed before any reduction activities begin.

Incineration

Burning vegetative debris is a popular reduction method since it has up to a 95 percent reduction rate. Local agricultural extension personnel should be consulted to determine if the resulting ash can be recycled as a soil additive. This option should be terminated if mixed debris enters the waste stream.

The incineration process requires a minimum of three steps, to include:

1. Unloading the debris.
2. Moving the debris into an incinerator.
3. Removing the ash from the incinerator to final disposition. Final disposition may be an appropriately constructed area at the DMS or a landfill.

This process is illustrated in the following figure.

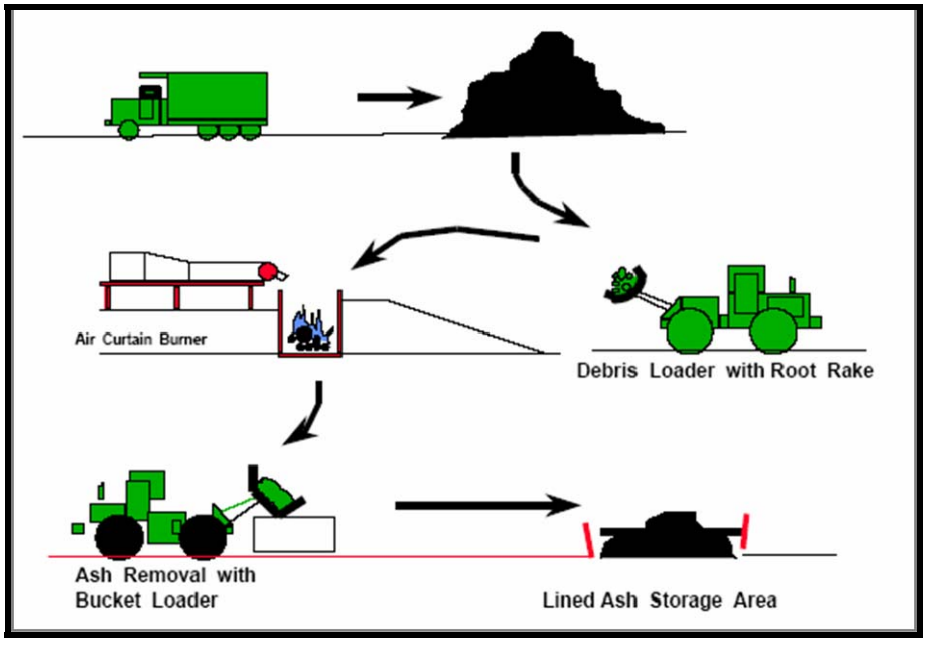

Figure 9.2 – Flow Diagram for a Burning Operation

There are several incineration methods available for volume reduction.

Uncontrolled Open-Air Incineration is reducing debris with no control over how much or how quickly it is allowed to burn. It is the least desirable method of volume reduction because it lacks any type of environmental control. Applicants may employ this method early in a disaster to make progress quickly. However, if circumstances dictate that open-air burning is the only option for managing debris, the applicant should conduct environmental evaluations to include air quality monitoring and implement control measures to limit impacts to humans and the environment. This reduction method should be closely monitored to ensure that only clean woody debris is incinerated.

Controlled Open-Air Incineration carefully reduces vegetative debris by burning debris within a contained fixed area. The reduction of clean woody debris presents little environmental damage and is cost-effective.

Air Curtain Pit Incineration offers an effective means to expedite the volume reduction process while substantially reducing the environmental concerns caused by open-air incineration. The air curtain incineration method uses a pit constructed by digging below grade or building above grade (if a high water table exists) and using a blower unit. The blower unit and pit comprise an engineered system that must be precisely configured to function properly.

The burning chamber is usually no more than 8 feet wide and 9 to 14 feet deep. The length of the pit varies depending on site size, environmental permitting, and labor/equipment limitations. The designs of successful air curtain incinerators used in past disasters are presented in the following figures, for reference and planning use only.

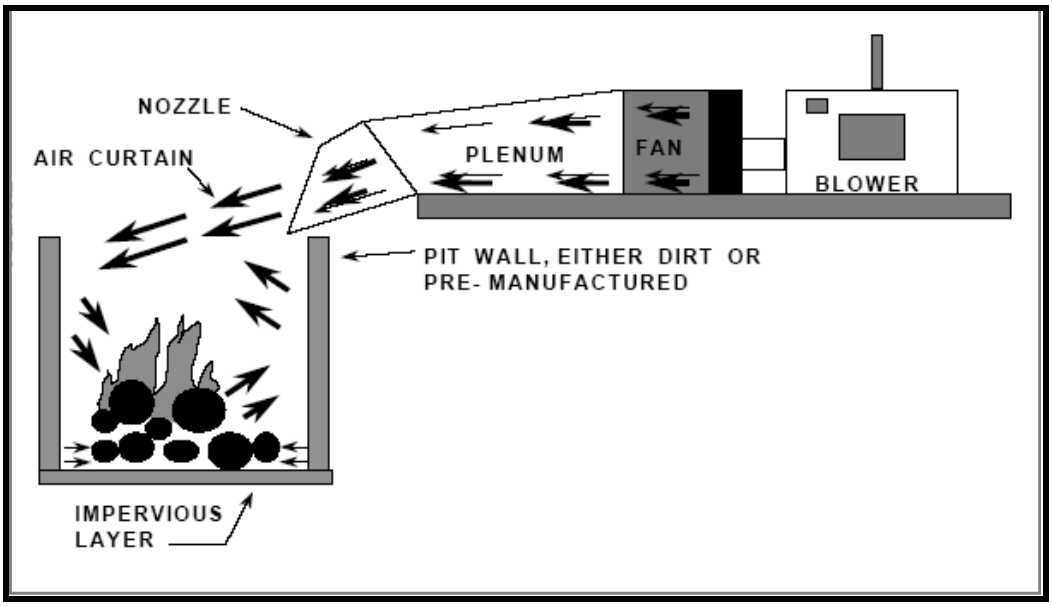

Figure 9.3 - Below-Grade Air Curtain Operation

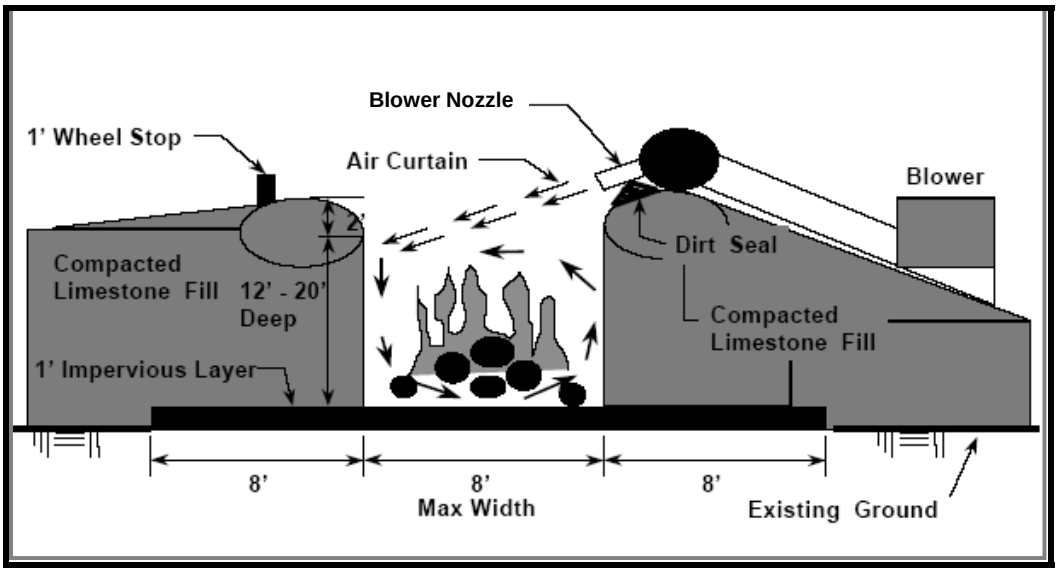

Figure 9.4 - Above-Grade Air Curtain Operation

It is important to note that there are no industry standards for air curtain pit design. The applicant should seek knowledgeable personnel who are experienced with air curtain pit incinerator design and operating procedures when soliciting expertise to perform incineration services. The planning staff should research and solicit qualified personnel to properly train all staff that may be operating or maintaining this process.

Portable Air Curtain Incinerators use the same methods as air curtain pit incinerator systems, except that the portable incinerators use a pre-manufactured pit rather than an onsite constructed earth/limestone pit. Portable air curtain incinerators are the most efficient incineration systems available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. The pre-manufactured pit requires little or no maintenance as compared to earth or limestone constructed pits, which are susceptible to erosion. Portable air curtain units are ideal for areas with high water tables and sandy soils as well as areas where smoke capacity must be kept to a minimum.

Environmental and Safety Concerns

With all of the incineration methods, environmental compliance and safety concerns need to be addressed within the plan. The planning staff must check with appropriate State agencies for State-specific requirements. Setback, permitting, and public information suggestions should be included in the plan.

Setbacks and buffer zones need to be established within and around the reduction sites not only for the public safety but also for the safety of the debris operations. A setback of at least 100 feet should be maintained between the debris piles and the incineration area. It is often suggested that 1,000 feet be allowed between the incineration area and the nearest building in order to create a generous buffer zone for emergency vehicles, if needed. The fire should be

extinguished two hours before anticipated removal of the ash mound. The ash mound should be removed before it reaches two feet below the lip of the incineration pit. To prevent explosions, hazardous or contaminated flammable material should not be placed in the pit. Finally, fencing and signage are simple and effective means to keep the public away from the incineration area.

Smoke generated by any of the above incineration methods is often interpreted by the general public as having an environmental impact. Therefore, it is important to also address smoke as part of the air monitoring guidelines. The governing State environmental or forestry agency will have guidelines that need to be met in order to acquire and retain a burn permit.

Planners should take the initiative in keeping the public informed. Applicant staff, environmental groups, and residents should be thoroughly briefed on the incineration methods being used, how the systems work, environmental standards, health issues, and the risks associated with each type of incineration. A proactive public information strategy should be included in any operation that uses incineration as a primary means of volume reduction. Please see Chapter 14, *Public Information Strategy* for additional information.

Chipping and Grinding

The second most common type of reduction method is to chip or grind disaster-related debris. Vegetative debris is the most common material reduced by using this method. The planning staff may also employ chipping and grinding methods in reducing rubber and some metals prior to being shipped to the recycling facility. The planning staff will have to investigate the opportunities, economics, and equipment in order to determine if this reduction method is appropriate for its jurisdiction.

There are significant differences in volume reduction between chipping and grinding and incineration. Incineration reduces the volume by approximately 95 percent, leaving only ash residue for disposal. Chipping and grinding reduces the volume by 75 percent. Since 25 percent of the volume remains from chipping and grinding, the benefit of this reduction method can be increased by identifying alternate uses of the residual material. The ability to use recycled wood chips as mulch for agricultural purposes, fuel for industrial heating, or in a cogeneration plant helps to offset the cost of the chipping and grinding operation.

If the grinding operation is strictly for volume reduction, the size of the mulch is not important; however, mulch to be used for agricultural purposes must be of a certain size and virtually free of paper, plastic, and dirt. Because of shallow topsoil conditions in some locations, mulch is a desirable product. In other locations, however, the mulch may become nothing more than a landfill product. The designated debris manager and planning staff should work closely with local environmental and agricultural groups to determine if there is a market for mulch.

Plastics should be eliminated completely. To help eliminate contaminants, root rake loaders should be used to feed or crowd materials to the chipper or grinder. Hand laborers should remove contaminants prior to feeding the chippers and grinders.

Bucket-loaders tend to scoop up earth, causing excessive wear to the grinder or chipper. Shaker screens should be used when processing stumps with root-balls or when large amounts of soil are present in the woody debris. The separated soil may be recycled back to the agricultural community.

Equipment

Grinders are ideal for use at debris storage and reduction sites because of their high-volume reduction capacity. However, a large area is needed to hold the resulting mulch. Chips or mulch should be stored in piles no higher than 15 feet and located so as not to hinder hauling operations. Properly locating the grinders is critical for noise and public safety considerations.

There are numerous makes and models of grinders and chippers on the market. Tub-grinders have production rates ranging from 160 to 340 cubic yards per hour for brush and yard waste. Manufacturer-published grinder production logs can be misleading because they reflect only the engine hours and ideal rate of production. These production logs do not take into account personnel monitoring or consider varying debris conditions. Production rates should be verified by monitoring operations.

The reduced debris production output should average 100 to 150 cubic yards per hour when debris is moderately contaminated with plastic and dirt and feeding operations are slow. When the debris is relatively clean, the production rates can increase up to 250 cubic yards per hour.

Brush chippers can be hauled or towed to the site of the downed vegetation and are ideal for use in residential areas. Damaged and uprooted trees present significant problems if they are pushed to the rights-of-way to wait for eventual pick-up and transport to storage and reduction sites. The brush chippers allow the downed trees and limbs to be reduced in place. The use of onsite chippers also allows the material to be used as mulch in the area where it is chipped, thereby saving the cost of transporting it.

Recycling

Based on the debris management goals and objectives, the decision to recycle disaster debris should be made during the planning process. The planning staff may find that marketing and selling the reduced debris is more financially attractive than hauling the unreduced debris to a local landfill.

Processing disaster debris through grinding, shredding, or any other means without an understanding of the end uses and market specifications may result in the products becoming

unusable for their intended purposes, necessitating disposal of the debris. For that reason, it is incumbent upon applicants to thoroughly research the market opportunities and establish criteria to assist emergency personnel in making decisions to recycle certain types of debris.

Debris management plans should include a list of the types of debris materials that can be recycled. The plans should determine end-use products that can be made from disaster debris, determine the market demand for each product, identify the product buyers, and when feasible, secure the sales of those products prior to an event.

The debris management plan needs to detail the implementation of the appropriate processing technique to achieve the desired end product. If the applicant uses contracted services to process debris, the contract agreements should include the processing specifications so that the contractor uses the correct types of equipment to achieve that specification.

Hurricanes and earthquakes may present opportunities to contract large-scale recycling operations and achieve an economic return from some of the contractors who exercise their initiative to segregate and recycle debris as it arrives at the DMS or landfill.

Specialized contractors should be available to bid on disposal of debris by recycling, if it is well sorted. Contracts and monitoring procedures should be developed to ensure that the recycling contractors comply with local, tribal, State, and Federal environmental regulations.

Common Recyclable Materials

Metals - Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches, and green houses. Most of the nonferrous and ferrous metal debris is suitable for recycling. Metal maulers and shredders can be used to shred trailer frames, trailer parts, appliances, and other metal items. Ferrous and nonferrous metals are separated using an electromagnet and then sold to metal recycling firms.

Soil - Debris removal operations may include transporting large amounts of soil to the DMS. At the DMS, it may be combined with other organic materials that will decompose over time. This procedure can produce significant amounts of soil that can be sold, recycled back into the agricultural community, or stored onsite to be used as cover.

In agricultural areas where chemical fertilizers are used heavily, recovered soil may be too contaminated for use on residential or existing agricultural land. It may be necessary to monitor and test the soil to ensure that it is not contaminated with chemicals. If the soil is not suitable for any agricultural or residential use, it may ultimately have to be disposed of at a permitted landfill.

Concrete, Asphalt, and Masonry Debris - Concrete, asphalt, and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials needs to meet certain size specifications as determined by the end user.

Final Disposition Operations

The planning staff will need to identify the final disposition site of whole, reduced, or recycled debris. The most cost-efficient measure is usually to make use of the applicant's own or normally utilized landfills. The available space often determines the most appropriate type of reduction method to employ. If local landfills are not adequate, the staff should conduct a search of landfills close to the disaster area for disposal.

County-to-county agreements are sometimes used in order to achieve an equitable solution. Some county landfills do not accept waste from other areas and may have stringent rules regarding what can be brought into the landfill.

Landfill tipping fee cost structures become important to the planning staff, especially if debris is being taken to a neighboring county. Tipping fee cost structures include operating and maintenance costs, permitting fees, capital improvement costs, and taxes. The capital improvement costs may be directly related to the landfill itself or may be for projects within the county.

Some fees and taxes may be waived for a neighboring governing body. The planning staff should investigate and compare the fees that are truly applicable for its debris disposal strategy.

Questions to Consider

1. Do you have a strategy for reduction?

2. Do you currently have a recycling strategy? Is the jurisdiction considering a recycling strategy?

3. Which agency within your jurisdiction would be responsible for developing and implementing a recycling strategy?

4. What departments within the State, county, or your organization would be responsible for permitting burning or incineration operations?

5. What is your strategy for final disposition?

To Do Checklist

1. Identify potential end use of the reduced or recycled materials. Identify if the end-use materials may represent potential income to offset processing, or entail no cost for disposal.

2. Identify reduction and recycling methods that will be used at the DMS.

3. Identify how the reduction and recycling activities will be performed:
   a. Force account labor and equipment
   b. Contract labor and equipment

4. Determine final disposition locations.

Chapter 10 – Contracted Services

Chapter Highlights

Common Misconceptions
Procurement Considerations
General Contract Provisions
Types of Contracts
- Unit Price Contract
- Lump Sum Contract
- Time-and-Materials Contract
- Prohibited Contracts
- Contract Matrix

Questions to Consider

Please see Chapter 2, *Costs*, for eligibility issues to consider in developing the debris management plan. This chapter also references information in Chapter 11, *Monitoring Debris Removal*.

The planning staff may find it necessary to contract for debris removal services if the magnitude of the disaster is beyond the capabilities of its force account resources, State resources, mutual aid agreements, and volunteer labor. Possible contracted services include:

- Collection, including clearance during response phase
- Reduction or recycling
- Hazardous waste handling, processing, and disposal
- Hauling to final disposition
- DMS activities
- Demolition
- Monitoring
- Environmental studies
- Project management

The applicant's contracting/procurement and legal staff has a major role in this planning component of the debris management plan. The staff should use the debris management plan development as an opportunity to familiarize themselves with their contracting procedures, particularly with regard to emergency procurements. In procuring and awarding contracts, the applicant should follow its established procurement and contracting procedures.

Common Misconceptions

Contracts written by contractors often use the FEMA name to gain credibility and give the appearance that the work to be performed would be eligible for Public Assistance grant funding. Applicants should be aware of the common phrases used by contractors and why the statements are false. Three of the most common phrases are:

1. **"FEMA-approved contract and rates."** FEMA does not certify, credential, or recommend contractors.

2. **"FEMA eligibility determinations."** Debris contractors do not have the authority to make eligibility determinations. Only FEMA can make an eligibility determination.

3. **"FEMA training in eligibility, documentation, and Project Worksheet development provided."** These services often have a fee attached. Most of the training and information offered by a contractor is available free from FEMA or the State.

Applicants may enter into any contractual arrangements they wish. However, it should be noted that FEMA is not bound to applicant contractual obligations because it is not a party to those contracts. Applicants are strongly encouraged to work with State emergency management staff and FEMA to ensure compliance with the provisions of the Public Assistance Program, as well as other applicable statutes and regulations, if the applicant intends to seek Public Assistance grant assistance. The applicant is responsible for payment of its contracted services regardless of whether such services are eligible for Public Assistance grant funding. If a contract is in place prior to the applicant's meeting with FEMA Public Assistance staff, the terms of the contract need to be reviewed to ensure compliance with the Federal procurement regulations and with the Public Assistance Program eligibility criteria. By doing so, it becomes easier for the applicant to provide FEMA with pertinent documentation to receive Public Assistance grant funding.

Additional information on developing contracts that comply with Public Assistance Program requirements is provided in Appendix G, *FEMA RP9580.201, Fact Sheet: Debris Removal – Applicant's Contracting Checklist*.

There are two main areas of contracting that the applicant's staff should review in the contract development planning process. These include procurement procedures and general contract provisions. Other provisions and terms are determined by the type of contract being employed for a specific service.

Procurement Considerations

The applicant's legal staff needs to review the applicant's procedures for compliance with 44 CFR Part 13 requirements, outlined in Chapter 2, *Costs* and available online through the United States Government Printing Office at gpoaccess.gov.

In the past, some applicants risked losing Public Assistance Program funding when procurement procedures were overlooked in the interest of time. There are methods by which applicants can expedite the procurement process without jeopardizing potential grant funding. An applicant may use one or more of the following methods to best serve its jurisdiction.

- **Pre-drafted contracts** – Applicants may draft a contract prior to a disaster event. Once the extent of the disaster is known, the contract can then be finalized with the appropriate scope of work and advertised in a timely manner.

- **Pre-qualified contractors** – Typically, contractors must meet minimum requirements, such as insurance, bonding, and licensing, prior to being awarded a contract by an applicant. Applicants may advertise a Request for Qualifications (RFQ) for contractors to establish their company as a credible candidate for a contract award. The pre-qualified contractors on the list are invited to bid on a contract. The pre-qualified contractors can then focus on developing costs rather than assembling documentation in order to qualify for bidding.

- **Pre-event contracts** – The applicant may choose to solicit bids and award contracts in non-disaster times. This allows time for a deliberate procurement process and gives applicants flexibility in mobilizing the appropriate resources in anticipation of an event.

The applicant may expedite procurement procedures for purpose of public exigency; this does not mean that competitive proposals are not required. In many cases, an expedited process allows for shorter time frames for receiving competitive bid proposals. Appendix G, *FEMA RP9580.4, Fact Sheet: Debris Operations – Clarification: Emergency Contracting vs. Emergency Work*, explains the emergency contracting procedures provided in 44 CFR Part 13.36(d)(4)(i)(B).

When soliciting competitive bid proposals, the applicant should be the entity that develops the engineering estimate and scope of work for the contract bid solicitation.

General Contract Provisions

To protect the applicant's interests, specific items should be included in the contract to minimize potential conflicts with the contractor. These items include the basis of payment, the duration of the contract, the performance measures, an agreement to restore collateral damage, a termination for convenience, and a conflict resolution process.

The basis of payment and the payment process should be clearly outlined in the contract. Contractor payments should be based on verification of completed work, and the required information for the payment request should be included within the provisions of the contract. Weight to volume conversion factors should be published in order to further clarify possible differences between invoices and payment.

Basis of payment is usually based on the volume and/or weight of the contractor's loads. If the contract payment is based on volume, specific contract provisions are required to substantiate invoices and payment. These contract provisions need to provide a truck certification process, which includes determining the volume of the truck and how it will be identified during the recovery operation. Recertification of a truck is usually required if the physical truck identification becomes damaged or the volume capacity becomes suspect during operations. Additional information regarding truck certification is included in Chapter 11, *Monitoring Debris Removal*.

Applicants should consider using a progress payment method for contract services. This requires specific documentation from the contractor to verify and validate the completed work, support the contractor's invoices, and receive reimbursement under the Public Assistance Program. Typical documentation includes debris monitor reports, truck certification lists, and load tickets. This documentation is discussed in Chapter 11, *Monitoring Debris Removal*.

To ensure that debris removal is conducted expeditiously, the contract should include specific timelines for work to be completed. The duration of contract should be clearly stated. By doing so, the applicant sets clear expectations for the contractor. Moreover, the contractor can effectively manage resources and schedule work to meet the applicant's expectations.

Debris removal activities may impart damage to the local infrastructure, such as broken curbs, crushed sidewalks, and broken water meters. A contract provision should include a requirement that the contractor is to restore and/or repair, at the contractors cost, all damaged infrastructure back to its pre-existing condition if the damage was caused by their activities.

The contract should also include contract language for performance measures and a termination for convenience and default. A termination clause allows the applicant the ability to terminate the contract if the contractor does not deliver services in the manner delineated in the contract. The contract language clauses should be specific as to how performance will be evaluated and what would be considered reasons for termination.

The conflict resolution process should be well defined within the contract. The process should also include alternatives for mediation should an issue prove difficult to resolve.

To ensure that the contracts are in accordance with the Federal, State, and local procurement laws the planning staff should seek guidance from their legal counsel.

Types of Contracts

There are several types of contracts that can be used for debris operations. The most common types of contracts are unit price, lump sum, and time-and-materials. Due to the use and structure of a specific type of contract, there are specific provisions and documentation considerations that should be included to keep costs reasonable and to protect the applicant's interests. Descriptions of the different types of contracts, specific contract provisions, monitoring efforts, and documentation requirements are described in this discussion and are summarized in a matrix at the end of this chapter.

Unit Price Contract

Use and Structure

The schedule of payment of unit price contracts is based on a set cost for a specific task.

For example:

Remove, haul, and dispose of vegetative debris = $X / cubic yard
or
Remove and dispose of refrigerant = $Y / appliance.

Unit price contracts are used when the individual work tasks are known but the total amount of work cannot be quantified. The quantities of work to be completed are estimated by the applicant and included in the applicant's bid solicitation package. The contractor uses the estimated quantities to establish a total contract price. Units of work can be measured in terms of weight, volume, or any other quantifiable measure.

The estimated quantity of work described in the bid solicitation can be adjusted to reflect a more accurate quantity when debris operations are under way and the true extent of the disaster is realized. To keep the price of the contract reasonable, the applicant can eliminate as many variables as possible by incorporating detailed specifications in the contract and monitoring the contract operations.

Contract Provisions

Developing specifications for unit price contracts requires a full understanding of all the particular tasks that are required to complete the work to the applicant's satisfaction. Applicants should clearly define the individual tasks and activities that are required to accomplish the scope of work when soliciting bids. These may include the collection, transportation, and incineration of vegetative debris; extraction of refrigerants; grinding of debris; or special handling of hazardous wastes.

The estimated quantities of each type of debris that will be collected and clear descriptions of how each is to be handled or processed should be included in the specifications. The solicitation should incorporate special sections for hazardous and special wastes, if applicable. If the applicant intends to market processed debris for certain end uses, the bid specifications should describe the end user's product specifications in detail.

The applicant's bid solicitation and the final contract documents should include details on how the applicant will monitor the contractor's work and how the applicant's monitoring information will be used to verify the contractor's costs and payment.

Lump Sum Contract

Use and Structure

Lump sum contracts are used when the scope of work can be easily identified and quantified. These bid requests include a set of specifications that have a well-defined scope of work for a finite amount of time. For example:

> Haul 250 tons of mulched debris from 1000 N Debris Road to applicant landfill at 3450 S Main Street = $XX,YYY.

Two common uses of a lump sum contract define how the debris is to be collected, by geographical area or by "passes."

> The **area method** defines the geographical boundary in which the debris is to be collected. By providing geographical boundaries, the quantity of debris may be forecasted or estimated based on topography and land use.
>
> The **pass method** describes the number of times debris will be collected from the curbside within a specified geographical boundary. Limiting the number of passes for an area keeps the scope of work known.

The advantage of a lump sum contract is that the total price for the specified work is known at the time the bids are opened.

Contract Provisions

Although contractors usually present one total price in their bids, applicants should request a breakdown of costs for each item of work activity in the bid specifications so that if additional work is necessary during the term of the contract, the applicant can easily determine the cost for that work based on the unit cost. By requesting unit costs, the applicant can determine whether the contractor included costs for contingencies in the fixed price and if all costs are reasonable.

The bid specifications for a lump sum contract take more effort to write in comparison with other methods, but may reduce change orders during contract execution. The specifications should include every work activity that will be required, the exact quantity of debris to be removed, or the specific number of passes that will be required, to collect all debris.

If recycling is part of the scope of work, the bid specifications should include a list of debris materials that are expected to be recycled. The contract should also specify who owns the recycled materials and how the revenue from the sale of the recycled materials affects the contract cost.

Time-and-Materials Contract

Use and Structure

Time-and-materials contracts are used when the scope of work necessary to achieve an outcome is unknown.

A typical use of time-and-materials contracts for debris is during the response phase of the debris removal operations when an applicant needs additional labor and equipment resources to clear emergency routes. A time-and-materials contract establishes hourly rates for labor and equipment that will be used to perform specific tasks. For example: backhoe, with loader, 1 cy bucket, with operator = $50 / hour.

The contractor is paid based on the actual time spent to perform the specified tasks and for the usage of equipment. The contractor is also paid for the actual cost of materials that are used during operations.

Contract Provisions

Solicitation for a time-and-materials contract should include descriptions of the types of work items that would be required inclusive of debris removal, debris processing, and recycling.

Normally, a time-and-materials contract identifies the classification of each worker and a skill level. The equipment rate schedule lists the type of equipment and the hourly rate. The hourly rates for equipment should include the operator, fuel, and maintenance costs. A provision should state that the applicant only pays for the time the equipment is in operation. Mobilization and standby costs should not be invoiced at the hourly equipment rate. Public Assistance grants do not fund standby or idle-time costs.

Applicants should establish the maximum number of hours the contractor can work or set a ceiling for the contract to control costs when using a time-and-materials contract. FEMA generally limits the Public Assistance grant reimbursement cost of a time-and-materials contract to 70 hours of actual work. FEMA may provide a Public Assistance grant for a time-and-

materials contract that has been extended for a short period of time, but only under extreme extenuating circumstances.

Intense monitoring of time-and-materials contracts is extremely important. Work inspection reports should be prepared each day. These reports clearly state the amount of work accomplished that day in quantitative terms, such as the number of cubic yards of debris hauled, the type and number of trucks used, and the number of hours worked.

Load tickets may be used if debris is being hauled based on cubic yards under a time-and-materials contract as a way of checking contractor efficiency.

Applicant personnel should verify the certification of work performed and copies of the inspection reports should be furnished to the contractor to expedite the submittal of invoices for payment.

Time-and-materials contracts are usually terminated once the maximum number of hours or price cap is reached. Contract provisions should include the applicant's right to terminate a contract at its discretion. An applicant should terminate the time-and-materials contract when a more cost-effective contract is awarded for the remainder of the debris removal operations.

Time-and-materials contracts are the least preferred among contracts, and they are typically used only for initial emergency work or when there are complex life-saving activities that are dependent on the removal of debris. Again, FEMA generally limits reimbursement of time-and-materials contracts to the first 70 hours of actual work. The use of a time-and-materials contract for longer than 70 hours may impact the amount of reimbursement the applicant receives.

Prohibited Contracts

In accordance with 44 CFR Part 13.36(f)(4), cost plus percentage of cost contracts shall not be used. Use of such contracts may result in FEMA limiting the grant to an amount determined to be reasonable based on the eligible work performed.

Contracts that are awarded by an applicant to debarred contractors are prohibited pursuant to 44 CFR 13.35; thus, no Federal funding can be awarded for eligible work completed.

Contract Matrix

A summary of the aforementioned contracts and their associated characteristics is provided as a reference in the following matrix.

Unit Price Contract Summary Matrix						
Type of Contract	**Structure and Use**	**Required Provisions**	**Advantages**	**Disadvantages**	**Monitoring**	**Documentation**
UNIT PRICE	Uses units of measure (cubic yards, tons, each) and prices to develop line item costs and total contract costs	Specific documentation requirements, based on quantifiable units, such as load tickets, and payment	Scope of work may be adjusted easily at a known cost	Possibility of contractor fraud if operations are not closely monitored	Labor intensive	Load ticket system
	Used when scope of work is difficult to quantify. The bid proposals are based on applicant-estimated quantities and units of work		Accurate account of actual quantities when work is complete	Trucks require measurement and loads accurately documented		Monitors at collection points and where the debris is unloaded (DMS or final disposition)
			Simplicity of contract encourages competition	Segregated curbside collection may complicate the scope of work		
			Low risk for contractors			

Figure 10.1 – Unit Price Contract Summary Matrix

Lump Sum Contract Summary Matrix							
Type of Contract		**Structure and Use**	**Required Provisions**	**Advantages**	**Disadvantages**	**Monitoring**	**Documentation**
LUMP SUM	**All Lump Sum**	Establishes a fixed contract based on the applicant scope of work specified in the bid solicitation Used when the scope of work is clearly defined by the applicant, including quantity, type, and location of debris	Specific process for a change order request, exact quantity of debris, and types of debris. Provision to cover if the collection or unloading location changes after the contract is awarded	Cost is established at the bid opening Easy to determine when the work is complete	Scope of work must be very specific to avoid change orders Often difficult to quantify debris and identify the types of debris requiring collection	Minimum	Amount of debris collected, reduced/ recycled, and disposed will be required to establish reasonable price
	Collection - Area Method	Used when a well defined area can be provided for bidding purposes	Specific process for a change order request, exact quantity of debris, and types of debris. Provision to cover if the collection or unloading location changes after the contract is awarded		Scope of work has to be accurately quantified to minimize change orders Estimating the amount of debris to be brought to the rights-of-way difficult to determine High probability of change orders if estimates are based on speculation	Minimum	Amount of debris collected, reduced/ recycled, and disposed will be required to establish reasonable price
	Collection - Pass Method	Defines how many times a curbside collection will be completed on a particular street or through a well defined area	Specific process for a change order request, exact quantity of debris, and types of debris. Provision to cover if the collection or unloading location changes after the contract is awarded	Possibility of fewer change orders since the scope of work is better defined Average management duties	Up-to-date street information and plans to be included in the scope of work Requires cooperation of the public to place only eligible debris at the curb and participate in segregating materials Intense public information campaign	Minimum	Amount of debris collected, reduced/ recycled, and disposed will be required to establish reasonable price

Figure 10.2 – Lump Sum Contract Summary Matrix

Time-and-Materials Contract Summary Matrix

Type of Contract	Structure and Use	Required Provisions	Advantages	Disadvantages	Monitoring	Documentation
TIME-AND-MATERIALS	Paid on an hourly rate for labor, materials, and equipment	Capped by the period of performance and/or monetary ceiling	Good for response activities	Requires close contractor oversight and direction as to work to be performed	Labor Intensive	Intense
	A known quantity of work is not established prior to the contractor beginning work	Price for equipment applies only when the equipment is in use	Extremely flexible; not limited by a specific scope of work	Requires documentation of actual hours worked by equipment and operators		Actual labor and equipment must be accounted for during entire performance period
		Hourly rate for equipment includes fuel, maintenance, and repair	Range of uses; appropriate clearance of major access routes or roads to critical facilities	Reasonable hourly rates may be difficult to establish if not competitively bid		
		Bids should include all overhead costs		Equipment specifications may have to be generalized in order to encourage competition		
		Specific hours the contractor is to perform work (to ensure monitoring staff is present to document activity)		Requires full-time trained monitors to document work completed and verify hours worked		
		No guarantee of a minimum number of hours				
		If multiple contracts are awarded, the period of performance should run concurrently rather than consecutively				

Figure 10.3 – Time-and-Materials Contract Summary Matrix

To assist applicants in identifying and contacting contractor resources, an online debris contractor registry tool is available on FEMA's website, fema.gov. The information provided in the registry is maintained by contractors and their representatives. FEMA does not verify and takes no responsibility for the accuracy of any of the information submitted. FEMA does not endorse, approve, or recommend any contractors, including those in the registry. Applicants should perform all appropriate due diligence prior to entering into a contract. Contracting with any of the entities listed in the registry does not assure an applicant of reimbursement under a Federal grant. Applicants should follow their competitive procurement procedures when selecting a contractor.

Questions to Consider

1. Do you have in-place debris contracts prepared?

2. Do you have a list of local pre-qualified contractors?

3. Can you use components of existing contracts, such as garbage collection or roadway time-and-materials contracts for disaster debris clearance, removal, or disposal?

4. What departments within your agency would be required to prepare the debris management bid documents and contracts?

Chapter 11 – Monitoring Debris Removal

Chapter Highlights

Debris Monitoring Staff
- Force Account Resources
- Outsourcing Monitoring Duties

Debris Monitor Roles

Monitoring Methods for Debris Removal
- Debris Monitor Reports
- Truck Certification List
- Load Ticket System

Special Monitoring Issues
- Equipment
- Monitoring Tips

Questions to Consider

To Do Checklist

Please see Chapter 1, *Public Assistance Debris Removal Eligibility*, Chapter 2, *Costs,* Chapter 3, *Debris Removal from Public Property,* and Chapter 4, *Private Property Debris Removal and Demolition of Private Structures,* for eligibility issues to consider in developing the debris management plan.

Debris monitoring procedures should be established and included in the debris management plan for the applicant's financial interest, especially if the applicant has contracted for any component of the debris removal operation. Monitoring debris removal operations achieves two objectives:

- Verifying that the work completed by the contractor is within the contract scope of work
- Providing the required documentation for Public Assistance grant reimbursement

Failure to document eligible work and costs may jeopardize Public Assistance grants. In Federally declared disasters, FEMA periodically validates the applicant's monitoring efforts to ensure that eligible debris is being removed and processed efficiently.

Only FEMA has the authority to make eligibility decisions; contractors cannot make eligibility determinations. Information on eligibility can be found in this document, FEMA 321 – Public Assistance Policy Digest, FEMA 322 – Public Assistance Guide, and FEMA 323 – Public Assistance Applicant Handbook.

Debris Monitoring Staff

Applicants can use force account resources, contractors, or a combination of both to monitor debris removal operations.

Force Account Resources

Applicants are encouraged to use their own employees to monitor debris removal operations. The applicant's employees are the most familiar with the jurisdiction and know the priorities of the applicant's debris management plan. Force account employee costs are reimbursed based on the Public Assistance Program's labor cost policies for emergency work.

Outsourcing Monitoring Duties

In some cases the monitoring task is outsourced to a contractor. As with any contractual arrangement, the applicant must ensure that the contractor is meeting the performance requirements of the contract. If a contractor is hired to perform a monitoring task, the applicant is required to ensure that the hired contractor performs satisfactorily.

If the applicant outsources a monitoring task, the contract must be awarded to a contractor who has no vested interest in the debris removal contract or contractor. There must be no conflict of interest between the monitoring contractor and the debris removal contractor.

When soliciting for debris monitoring contracts, the advertisement should outline the required qualifications of the debris monitors. The qualifications should be appropriate for the individual responsibilities and duties. Debris monitors should have experience working on construction sites and be familiar with safety regulations, but it is not necessary to have professional engineers and other certified professionals perform these duties. Primarily, debris monitors should be able to estimate debris quantities, differentiate between debris types, properly fill out load tickets, and follow all site safety procedures.

The specifications should outline possible monitoring locations and reporting requirements to document eligible debris quantities.

Monitoring contracts are typically time-and-materials and should contain a not-to-exceed clause per the requirements of 44 CFR Part 13. The applicant should ensure the level of monitoring and overhead claimed is consistent with the level of effort required to effectively monitor the debris removal operations.

It is important that the debris monitoring contract provide for submission of reports and payment estimates to help promote efficiency and effectiveness in the overall debris removal operations. By continuously monitoring the debris removal operations, an applicant can track

progress toward completion and determine the financial status of the monitoring and debris removal contracts.

Applicants should require debris monitors to submit the following reports:

- Debris collected from curbside and/or collection centers
- Debris accepted at the DMS and/or final disposition
- Debris recycled/reduced at the DMS and taken to final disposition
- Any operational or safety issues

If FEMA provides funding for the debris monitoring contract, a sample of the reporting requirements outlined in the contract in order to substantiate eligible costs is required. The sample must be adequate to demonstrate that sufficient measures were taken to ensure that eligible and accurate quantities were reported as part of the grant. If the monitoring contract is time-and-materials, the applicant must supply labor, equipment, and materials records to the Public Assistance Program staff in order to substantiate the actual costs of the grant.

Debris Monitor Roles

Monitoring operations are meant to ensure that the debris removal contractor is performing the scope of work required by the contract, and to document the debris removal operations. The primary role for debris monitors is to document the location and amount of debris collected.

The key elements of information that are needed to verify the contractor's scope of work and determine eligibility are the:

- Type of debris collected
- Amount of debris collected
- Original collection location

From this information the applicant can document eligible location and work completed.

The debris monitor's roles and responsibilities in the field include:

- Measure and certify truck capacities (recertify on a regular basis).
- Complete and physically control load tickets (in monitoring towers and the field).
- Validate hazardous trees, including hangers, leaners, and stumps (use appropriate documentation forms).
- Ensure that trucks are accurately credited for their load.
- Ensure that trucks are not artificially loaded to maximize reimbursement (e.g., debris is wetted, debris is fluffed - not compacted).

- Ensure that hazardous waste is not mixed in with loads.
- Ensure that all debris is removed from trucks at the DMS.
- Report to project manager if improper equipment is mobilized and used.
- Report to project manager if contractor personnel safety standards are not followed.
- Report to project manager if general public safety standards are not followed.
- Report to project manager if completion schedules are not on target.
- Ensure that only debris specified in the scope of work is collected and identify work as potentially eligible or ineligible.
- Monitor site development and restoration of the DMS.
- Ensure daily loads meet permit requirements.
- Ensure that work stops immediately in an area where human remains or potential archeological deposits are discovered.
- Report to project manager if debris removal work does not comply with all local ordinances as well as State and Federal regulations.

The applicant is responsible for ensuring that applicant-managed debris removal work (either force account or contract) being funded under the Public Assistance Program is eligible in accordance with Public Assistance Program criteria.

Applicants may request State/FEMA assistance with debris monitoring or monitor training.

Monitoring Methods for Debris Removal

Additional documentation requirements depend on how the debris is collected and processed. The following describes methods and systems to monitor and document work completed by force account resources and/or contractors.

The planning staff should develop tools for their documentation duties. It is suggested that all three of the following tools be used to document all types of debris removal contracts – unit cost, lump sum, and time-and-materials contracts.

Debris Monitor Reports

Applicants should develop a debris monitoring report to make all reporting documents consistent regardless of who performs the work. An example of a debris monitor's report is supplied in Appendix D, *Sample Monitoring Forms*. Applicants are not required to use this report; however, they should have a reporting document that captures the types of information if seeking Public Assistance reimbursement.

The debris monitoring report is important for monitoring time-and-materials contracts that may be used during the response phase of the operations. Monitoring documentation for time-and-materials contracts includes:

- Actual labor hours worked
- Actual equipment hours operated
- Type and specification of equipment used

The labor and equipment summary records provided in Appendix C, *FEMA Forms,* are often used by applicants as a starting point for their specific documentation needs and contract requirements.

Truck Certification List

A truck certification list allows the monitor to identify the truck itself and its hauling capacity in a standardized manner. It is important to know the truck hauling capacity since debris, specifically vegetative debris, is often hauled and billed by volume. The standard list of requirements includes:

- Size of hauling bed in cubic yards
- License plate number
- Truck identification number assigned by the owner
- Short physical description of the truck

Monitors may need to be trained to measure truck capacities for certification purposes. Recertification of the hauling trucks on a random and periodic basis should be implemented for contract compliance and reimbursement considerations. See Appendix D, *Sample Monitoring Forms,* for an example truck certification worksheet.

Load Ticket System

The term "load ticket" refers to the primary debris-tracking document. A load ticket system tracks the debris from the original collection point to the DMS or landfill. By positioning debris monitors at each point of the operations (collection, DMS, and/or final disposition), the eligible scope of work can be properly documented. This is how the applicant documents and tracks the debris from the initial collection location to the DMS and final disposal location. If the applicant uses a contract hauler, this ticket often verifies hauling activities and is used for billing purposes.

Traditionally, load tickets have been carbon paper tickets with at least four copies generated for one load of debris. More advanced tracking tools have been developed and used in the field to reduce human error and expedite funding. These computer-based systems often include the same information as a traditional load ticket.

Each monitor is responsible for populating specific areas of the load ticket. The following table lists the load ticket information and the portions of the ticket to be completed by the respective monitor.

	Monitor Ticket Responsibilities	
Load Ticket Information	**Collection Point Monitor**	**DMS or Landfill Monitor**
Preprinted ticket number	NOT APPLICABLE	
Contract number	Contracts may be identified by a number or name	
Prime contractor's name		
Date	X	
Truck number	X	
Truck driver's name	X	
Vegetation	X	
Construction & Demolition	X	
White Goods	X	
Household Hazardous Waste	X	
Other (required to be described applicable)	X	
Load Location	GPS or address preferred	
Loading date/time (departure from collection location)	X	
Loading Site Monitor name/signature	X	
Truck capacity in cubic yards or tons		X
Load Size, either cubic yards (percent of actual) or tons		X
Unloading location		X
Unloading date/time (arrival at disposal site)		X
Unloading site monitor name/signature		X

Figure 11.1 – Debris Monitor Responsibilities for Load Tickets

Each monitor keeps a copy of the load ticket, and the driver/contractor keeps two copies for billing purposes.

In computer-based systems, the collection monitor gathers the same information as in a traditional paper load ticket system and inputs this information into a handheld digital device. The collection monitor gives the hauler the information in a digital format (card or small driver). The monitor, stationed at the DMS or landfill, downloads the information, and completes the transaction in a manner similar to the traditional method. The monitor, stationed at the DMS or landfill, can then print a ticket for the hauler's billing purposes.

Special Monitoring Issues

The issues described below highlight the need for an applicant to closely monitor large contracted debris clearance, removal, and disposal activities. The issues focus on some of the problems associated with major debris disposal contracts and justify the need to monitor activities at local debris management and final disposal sites. It is essential that applicant's staff work to ensure that the debris removal contractors perform the required services at a reasonable cost.

Equipment

The most typical unit measurement for vegetative and construction and demolition debris is the cubic yard. Debris trucks are evaluated for capacity at the DMS or final disposal sites. Applicants should require contractors to use appropriate equipment to load debris efficiently so that the maximum level of compaction can be achieved to facilitate expeditious removal of debris from the public rights-of-way.

The photos below illustrate the capacities to which a truck may be loaded.

Figure 11.2 - 100% Loaded Truck

Figure 11.3 - Less Than 100% Loaded Truck

Equipment limitations impact the maximum loading capacity of some vehicles. The following is a list of truck conditions and the eligible capacities.

Hand-loaded trucks and trailers cannot achieve compaction levels comparable to mechanically-loaded vehicles. This effectively reduces the capacity of the hand-loaded truck or trailer in comparison to a truck or trailer that is loaded mechanically. Therefore, FEMA only reimburses 50 percent of the debris monitor's observed capacity percentage for a hand-loaded truck or trailer.

Example: If a hand-loaded truck or trailer appears to be 100 percent full and would normally be recorded at 100 percent, that load should be recorded at 50 percent.

Figure 11.4 – Hand-Loaded Trailer

A truck with no tailgate or no solid tailgate cannot be compacted to its full capacity; therefore, FEMA only considers a maximum of 85 percent of the certified truck capacity for reimbursement purposes.

Figure 11.5 – Truck With No Tailgate

Figure 11.6 – Truck With No Solid Tailgate

Also, hand loading debris in trucks or trailers does not achieve maximum compaction and as a result debris removal operations take longer to complete. A hand-loaded truck hauls less debris by weight per cubic yard than a mechanically loaded truck.

Applicants should be aware of the differences between hand loading and mechanical loading when negotiating unit costs and should establish standard conversion factors in the contract agreements to address those differences. Refer to Appendix G, *FEMA RP9523.12, Debris Operations - Hand-Loaded Trucks and Trailers*, for additional information about hand-loaded trucks and trailers.

Monitoring Tips

Monitors should be aware of situations that could impact an applicant's reimbursement under the Public Assistance Program. They should be on the lookout for:

Inaccurate Truck Capacities - Trucks should be measured before operations and load capacities should be documented by truck number. Periodically, trucks should be pulled out of operation and re-measured by the applicant.

Trucks Not Fully Loaded - Do not accept the contention that loads are higher in the middle and if leveled would fill the truck. Monitors may check to see if that statement is valid.

Trucks Lightly Loaded - Trucks arrive loaded with treetops (or a treetop) with extensive voids in the load. Trucks need to be loaded to their full capacity with front end loaders or other similar equipment.

Trucks Overloaded - Trucks cannot receive credit for more than the measured capacity of the truck or trailer bed even if material is above the sideboards. If a truck is measured to carry 18 cubic yards, it cannot receive credit for more than 18 cubic yards. However, it can receive credit for less if not fully loaded or lightly loaded as described above.

Changing Truck Numbers - Normally, trucks are listed by an assigned vehicle number and capacity. There have been occasions where truck or trailer numbers with a smaller carrying capacity have been changed to one with a larger capacity. For instance, a 20-cubic-yard truck may have a number for a truck that can carry 30 cubic yards. This can be detected if the applicant periodically re-measures the trucks or records actual State license plate numbers in addition to a description of the truck. Maintaining truck and trailer certifications with attached photos at the DMS tower can assist in mitigating such activities.

Reduced Truck Capacity or Increased Truck Weight - There have been occasions where trucks have had heavy steel grating welded two to three feet above the bed after being measured, thus reducing the capacity or inflating the weight of a load. This can be detected by periodically re-measuring the truck bed or recertifying the truck tare weight.

Wet Debris When Paid by Weight - Excessive water added to debris will increase the weight of the load. When the contractual unit cost is based on weight, this increases the cost to the applicant. Contractors have added excessive water to debris loads to increase the weight when being paid by the ton. This can be detected during monitoring if there is excessive water dripping from the truck bed or by inspecting the truck bed immediately after unloading. The applicant should periodically recertify the truck tare weight.

Multiple Counting of the Same Load - Trucks have been reported driving through the disposal site without unloading, then re-entering with the same load. This can be detected by observing

the time of departure and time of arrival recorded on the driver's load ticket. This may also indicate problems with the applicant's debris monitors at the loading or unloading site. The debris monitors at the unloading area must ensure the truck is empty before it leaves the DMS.

Picking up Ineligible Debris - This is difficult to detect unless debris monitors are watching the pick-up process. Monitors should have a good understanding of eligible debris and any time limits imposed on picking up specific types of debris. Examples (from actual occurrences) include sweeping areas for abandoned cars and white goods, cleaning up illegal dump sites, removing cut trees from subdivisions under development, and removing/cutting trees from off the rights-of-way in rural areas.

Questions to Consider

1. Do you have a process or a strategy for hiring and training debris monitors? If not, who should develop this strategy?

2. Do you have access to a local labor force qualified to perform these functions?

3. What jurisdictional department will coordinate these efforts?

4. Do you have monitoring report procedures and forms established?

To Do Checklist

1. Evaluate and identify staff that will lead the monitoring operations.

2. Identify if additional labor will be required for the monitoring operations and how they will be trained.

3. Establish a record management system to be implemented during a disaster event. The record management system will include:

    a Labor and equipment timesheets

    b. Labor and benefit rates

    c. Personnel pay policy

d. Invoices

e. Load tickets

f. Load ticket summaries

g. All other field documentation that may be required for eligibility considerations.

h. Staff to organize labor and equipment timesheet

Chapter 12 – Planning for Private Property Debris Removal and Demolition

Chapter Highlights

Labor Resources
Condemnation Criteria and Procedures
- Legal Documentation for Demolition
- Demolition Permitting
- Inspections

Special Use Areas
- Mobile Home Park Procedures
- Navigation Hazard Removal

Questions to Consider
To Do Checklist

Private property debris removal (PPDR) and/or demolition is not common. Public jurisdictions may undertake PPDR and demolition in extreme cases where public health, life, safety, and the economic recovery of the community-at-large are at risk. The planning staff should establish procedures for this type of work in the event this becomes necessary. The planning effort for PPDR and demolition includes the following:

- Criteria for implementing PPDR and demolition operations
- Documentation requirements and procedures
- Inspection and demolition procedures

Throughout the planning process, the staff needs to establish how the private property owner will be included in decisions and operations.

Appendix G, *FEMA DAP9523.13, Debris Removal from Private Property*, and *FEMA DAP9523.4, Demolition of Private* Structures, set forth the FEMA eligibility criteria and requirements that the planning staff should consider when developing the PPDR and demolition strategy.

Labor Resources

Demolition and debris removal from private property is an extremely document- and labor-intensive operation. The planning staff is responsible for assigning tasks to the appropriate departments and labor forces.

Typically, the building safety or inspection section takes the lead during these operations, with the administrative staff collecting and logging all of the required documents. The planning staff may consider employing temporary personnel or contractors for any portion of the operation.

Condemnation Criteria and Procedures

When an applicant assumes the responsibility to demolish structures, it must comply with its normal condemnation procedures. This normally requires a building safety official to contact the homeowner and assess and determine building structural integrity.

The applicant's normal building safety assessment should be used for the disaster condemnation criteria as well. Typically, any building or structure may be condemned if the building official determines that it represents a hazard to the health and safety of the public or poses a threat to public rights-of-way. Following that determination, the applicant would then initiate condemnation proceedings.

Usually, owner notification and condemnation hearings are held in order to give the property owner time to correct the threat without government action. In some cases, liens are secured in order for jurisdictions to enforce the condemnation order. In this case, if the applicant performs the work, executing liens against the property allows the applicant to recoup the costs of demolition and debris removal from the property owner.

The applicant's normal procedures that require multiple notices to property owners, condemnation hearings, and liens may be expedited in the event of a catastrophic disaster that causes a high concentration of debris on private property over a widespread area presenting an immediate health and safety hazard.

In the event of a disaster, it is helpful to have the applicant's laws, regulations, legal notices, and forms within the debris management plan, for reference and use. The planning staff should review the condemnation criteria and procedures for the benefit of the debris management plan.

Legal Documentation for Demolition

An applicant usually has standard procedures that apply to its condemnation process. During the planning process, the applicant may have its legal counsel review and update any documents for inclusion within the plan.

The following is a general list of documents that may be included in the plan.

- **Verification of ownership** ensures that the proper site and owner are identified and the owner is aware of nature of the scheduled building assessment.
- **A right-of-entry form** is signed by the homeowner and allows the building official to enter the property to complete the assessment. It often contains a hold harmless agreement that documents the property owner's promise that he or she will not bring legal action against the applicant if there is damage or harm done to the property.

- **Building official assessment** is the documentation of the damage to the structure and the description of the threat to public health and safety. This assessment often contains the building official's determination as to whether the structure should be condemned and whether it should be repaired or demolished. This may be an official structural assessment.
- **Verification of insurance information** allows the applicant to pursue financial compensation if the property owner's homeowner insurance policy covers demolition and debris removal.
- **Archeological review** outlines the archeological low-impact stipulations for demolition and debris removal activities and highlights the implications for the applicant if they fail to comply with the guidelines.
- **Environmental review** ensures that adverse impacts to protected environmental resources are minimized or avoided when removing debris from the proposed site. These reviews should be acceptable to the appropriate resource agency. Wetlands and other water resources, hazardous materials, and endangered species habitats are among the resources of most frequent concern. Some jurisdictions may also have State or local requirements for the evaluation or assessment of impacts to natural resources.
- **SHPO review** confirms that SHPO has been notified and correspondence has been received absolving the area of any historic significance.
- **Photos** that show the disaster-damaged condition of the property prior to the beginning of the demolition work. This is generally one or more labeled pictures that confirm the address and identified scope of work on the property.

If it is determined that a structure needs to be demolished, additional documentation may be required, not only for the applicant's legal protection, but also for the public's health and safety during the demolition and debris removal operations.

- **Letter or notice of condemnation** is a document signed by the building official that outlines the specific threat to public safety and health.
- **Notice of demolition** is issued to inform the property owner when the demolition will begin; notices shall be posted so as to provide a reasonable period of time in order for personal property to be removed. The applicant should attempt to notify the property owner, if not already contacted, through direct mail and local media.
- **Notice of intent to demolish** is normally for the public health and safety of the neighboring residents. This notice is conspicuously posted on the structure to be demolished.

Demolition Permitting

Applicants may have a demolition permitting process in place. The planning staff may want to use those demolition permit requirements during a disaster-related demolition project.

Common requirements for obtaining a demolition permit include a demolition plan, public notification, inspection requirements, and a hazardous waste report.

The demolition strategy may require the following information:

1. **Site map**, to scale, showing the site with all structures and other features of interest.
2. **Site ingress and egress** showing the fronting streets and planned route for the project. This may also include a movement of traffic strategy. Normal traffic will need to be diverted into other lanes.
3. **Site preparation documents** illustrate any pre-demolition work that may be required. Examples include erosion control, vegetation removal, or utility pole adjustments.
4. **Staging strategies** show the sequence of events prior to, during, and after demolition of the structure.
5. **Hazardous waste handling requirements** detail if contents of the structure require dust suppression or wet demolition. These provisions also describe how hazardous waste or environmentally sensitive materials will be handled or disposed. This includes HHW and white goods. Asbestos requires specialized removal, handling, and disposal personnel and permits.

Special documents or strategies may be required if the demolition of the building involves shoring, stabilizing structures, or any other special circumstances that may jeopardize another structure or the public's health and safety.

Once it has been established that the building is to be demolished and the required processes are underway, a notification to demolish notice is posted on the building.

Inspections

The applicant normally conducts regular inspections of demolition sites a few days prior to, the day of, during (occasionally), and upon completion of the operations. Inspectors generally take photographs at each site visit for their records. These inspections and verifications generally include the following:

1. **Water and sewer/septic tank inspection** to verify the utilities have been terminated and isolated from the proposed sphere of influence during the demolition operations. The inspector normally verifies that all other utilities have been terminated during the same visit.

2. **Occupancy inspection** is conducted immediately prior to demolition to ensure that no one is physically in the building.
3. **Open void inspection** is performed if the structure has a basement that is to be filled. This inspection will be conducted once the above-grade structure is gone and the inspector can visually see the entire below-grade excavation.
4. **Post-demolition inspection** is completed once the structure is demolished, the debris is removed, and the site graded.

The applicant usually requires that a hazardous materials report be submitted to the State environmental protection agency. This report normally includes a description of any hazardous material that was found in the building, the means and measures to collect it, and the final disposal location of the hazardous waste.

A checklist that may be used for demolition activities is available in Appendix F, *Demolition Checklist.*

Special Use Areas

The discussion so far has pertained to fairly low density situations, such as single-family homes or businesses on individual sites. Planning staff may need to consider specific areas of their jurisdiction that require additional planning and coordination for debris operations. Mobile home parks and navigation hazards present intense and sometimes complicated obstacles for the debris operations.

Mobile Home Park Procedures

Higher density situations, specifically mobile home parks, create an extensive amount of mixed debris in a relatively small area. The planning staff may consider the same procedures for individual sites as a basis to be used in mobile home parks but should expect a more intense operation in all accounts of the operation.

The most complex aspect of the operation may be documenting legal responsibility within the parks. Sometimes the mobile home park site is owned, operated, and maintained by one or more parties. The individual homes may be owned by one of those same parties or by the individuals that occupy the structures.

As part of the planning exercise, the planning staff may investigate the legal responsibility for debris issues within the mobile home parks within its jurisdiction. The applicant should coordinate the potential PPDR and demolition operations with the park owners in order to expedite recovery after an event. Agreements need to be made with respect to the debris collection, location, separation of materials, and the amount of debris expected to be handled.

Navigation Hazard Removal

Damage to publicly-owned marinas caused by a major disaster can include abandoned sunken boats and other debris that may impede navigation. The procedures used for individual sites may be modified for this situation.

The applicant should coordinate with USCG, the State marine patrol, local government agencies, legal counsel, marine salvage contractors, commercial divers, and certified surveyors to ensure that navigation hazards are removed safely and efficiently.

The two main challenges with navigation hazards are locating the debris and finding legal owners. Marinas can be inspected visually by a helicopter or boat. Sonar or dive teams may need to be employed for submerged vessels. A location or flotation marker may be helpful in order to keep vessel positions documented. The legal owner's information may be obtained by using the vessel's registration number and marina records.

Questions to Consider

1. How do your laws, codes, and ordinances address entering and condemning private property?

2. What are your emergency police powers as they relate to demolishing private property?

3. Who is responsible for enforcing the existing laws, codes, and ordinances with regard to private property?

4. How do you (the applicant) protect yourself from legal action when taking action on private property?

To Do Checklist

1. Review, assess, and revise laws, codes, and ordinances to address emergency demolition activities.

2. Assign a primary point of contact to manage the demolition and private property debris removal operations.

Chapter 13 – Health and Safety Strategy

Applicants should include a health and safety strategy in the overall debris management plan. This enables applicants and their contractors to avoid accidents during debris recovery operations and to protect workers from exposure to hazardous materials. The health and safety strategy should establish minimum safety standards for the applicant and contractor personnel to follow.

To facilitate cooperation between applicant and contractor employees, the health and safety strategy should specify how the applicant will disseminate safety information to all emergency workers and how the applicant will monitor compliance with the minimum safety standards. The strategy should also include specific corrective actions to be taken if workers do not comply with the minimum safety standards.

The health and safety strategy should identify potential hazards at debris loading areas and DMS. Debris operations involve the use of heavy equipment to move and process various types of debris. Many of these actions can pose safety hazards to emergency response and recovery personnel and the public. In addition to those safety hazards, exposure to certain types of debris, such as building materials that contain asbestos and mixed debris that contains hazardous materials, can pose potential health risks to emergency workers.

The health and safety strategy should provide emergency workers with information on how to identify hazardous conditions and specific guidelines on the appropriate and proper use of personal protective equipment.

Chapter 14 – Public Information Strategy

Chapter Highlights

Assignment of Tasks
Information to be Included
– Collection
– Debris Management Sites
Distribution Strategy
– Update and Redistribution
– Debris Information Center
To Do Checklist

After a disaster, residents want answers regarding recovery operations. The goal of the public information strategy is to ensure that the residents are given accurate and timely information for their use and own individual planning purposes. If information is not distributed quickly, rumors and misinformation spread and erode confidence in applicant management of the recovery operations.

Assignment of Tasks

The public information strategy should assign staff the following tasks:

- Prepare information to be distributed.
- Process to distribute the information.
- Process to update, correct, revise, and redistribute information as operations progress.
- Establish a debris information center or a venue to address all concerns, questions, and complaints.

Information to be Included

The information should include the parameters, rules, and guidelines of debris operations so residents can begin their personal recovery activities. The staff responsible for developing and writing the information must present the information in a clear, direct, and organized manner. The language used must be simple and easy for all residents to understand. Jargon and acronyms only lead to confusion and are ineffective. Information may have to be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.

The public information campaign answers the same questions addressed during the debris management planning process. The following is a list of topics that should be included within the campaign.

Collection

How will the debris be collected?

If curbside collection:

- Will applicant employees or a contractor collect the debris?
- What are the schedules and the routes for collection?
- What is the final collection date for streets, sectors, or subdivisions?
- What type of debris will be collected?

If collection centers:

- Where are the collection centers?
- What are the daily collection center hours?
- Is debris to be segregated at the collection centers?
- What types of debris will be accepted at the centers?
- How long will the collection centers accept disaster-related debris?

Debris Management Sites

A collection center and a DMS may be the same site. If so, the same information for the collection centers above applies to the DMS, along with:

- Where can a resident find a site map of the DMS for public debris drop off of HHW, construction and demolition debris, etc? Are these areas segregated and well marked for vehicular traffic?
- Will residents be charged a fee to use the DMS?
- Will residents be restricted as to how much disaster-related debris can be dropped off at the DMS?
- Will the DMS have burning, chipping, or grinding operations? If so, during which hours will these activities take place? Address any environmental concerns the public may have as well.
- How long will residents be able to bring their disaster-related debris to the DMS?
- How long will the DMS be open to process (reduce/recycle) debris?
- Are there traffic changes that will impact the general public due to the location or operation of the DMS?

Distribution Strategy

The public information strategy should include its methods to disseminate the prepared information to the general public. This can be accomplished in a number of ways. The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers, or community newsletters.
- **Internet Site** – Applicant website and debris information flyers for printing.
- **Public Forums** – Interactive meetings at town hall or shopping mall kiosks.
- **Direct Mail Products** – Door hangers, direct mail, fact sheets, flyers within billings, and billboards.

The public information staff must take advantage of every information vehicle available if power, utilities, and other infrastructure have been damaged. Many times the best carriers of information are the responders in the field. The general public recognizes their role and frequently asks questions regarding the operations. Stocking the equipment and trucks with flyers, pamphlets, and other print media allows responders to perform their duties while also satisfying the public's need for information.

Update and Redistribution

Residents hold community leaders responsible for misinformation and slow progress if information is not routinely updated to remain current and accurate. The planning staff must consider how the public information strategy addresses changes and revisions as the debris removal operations progress. The changes in operations directly affect how often information to the general public is distributed.

During the early stages of the operations, the applicants may rely on the immediate transmission of the information, such as through radio and television, to update the general public regarding the debris removal operations. Once the operations become more routine and predictable, the information can be distributed through the print media, such as newspapers, mailings, and flyers.

Debris Information Center

Applicants should establish a temporary debris information center to address concerns and complaints, and answer questions that are not included in the public information campaign at-large. The platform for the debris information center may be personal interactions at city hall, a telephone hotline, internet site, or a specific post office box. Regardless of the venue, it is important for applicants to address the residents' concerns, complaints, and questions in a timely and efficient manner.

The feedback from the information center gives the management staff an indication of how effective and efficient the operations are progressing. The management staff may use this information to adjust operations appropriately.

The debris information center may also be utilized to report fraud. Disaster victims want a full and quick recovery and have little tolerance of being taken advantage of during an already trying time. The ability to report fraud and crime is important to the public's feeling of safety and well being when the applicant's law and code enforcement agencies are stretched thin. Applicants should take advantage of residents' eyes and ears after a disaster event and provide an outlet for reporting crime and fraud within the recovery operations.

To Do Checklist

Assign staff to:

1. Prepare debris removal operations information.
2. Establish a process and strategy to distribute the information.
3. Update, correct, revise, and redistribute information as operations progress.
4. Establish and staff a debris information center.

PART III – FEDERAL GOVERNMENT OPERATIONS

Part III – Federal Government Operations

Introduction

Part III describes the Public Assistance staff organization and the other Federal agencies' debris-related roles and responsibilities for disaster events.

FEMA's Public Assistance staff will assemble a debris management team for the size and scope of the disaster. This team is responsible for providing debris-related technical assistance to applicants and managing the Public Assistance grant process. Chapter 15, *FEMA Public Assistance Operations*, describes the staff organizational structure and the roles and responsibilities of each staff member.

Chapter 16, *Other Federal Assistance*, provides an overview of additional Federal agencies' roles and responsibilities for disaster-related debris activities. This chapter also describes FEMA Mission Assignments that may be tasked to other Federal agencies.

Chapter 15 – FEMA Public Assistance Operations

Chapter Highlights

Public Assistance Organizational Structure
Public Assistance Staff Roles and Responsibilities
- Infrastructure Branch Director
- Public Assistance Group Supervisor
- Public Assistance Debris Task Force Leader
- Public Assistance Coordinator Crew Leader
- Public Assistance Debris Technical Specialist
- Public Assistance Debris Monitoring Specialist
- Additional Support for the Public Assistance Organization

Debris Operations Strategy

FEMA's Public Assistance Program goal during recovery operations is to supply staff and technical support to the applicants for the timely, efficient, and accurate production of Public Assistance grants. This is accomplished by the Public Assistance staff fulfilling their established roles and responsibilities and following the disaster-specific Debris Operations Strategy.

This chapter gives an overview of the organizational structure used by the Public Assistance organization, a summary of roles and responsibilities for the Public Assistance debris staff, and a general outline of the Debris Operations Strategy that will be developed by the debris management team.

Public Assistance Organizational Structure

FEMA Public Assistance follows a staffing organization called Incident Command System (ICS) that allows the Public Assistance organization to expand and contract depending on need. ICS defines the nomenclature, roles, and responsibilities of the staff members in order to ensure consistency across disasters. The following organization chart illustrates one example of staff organization under ICS.

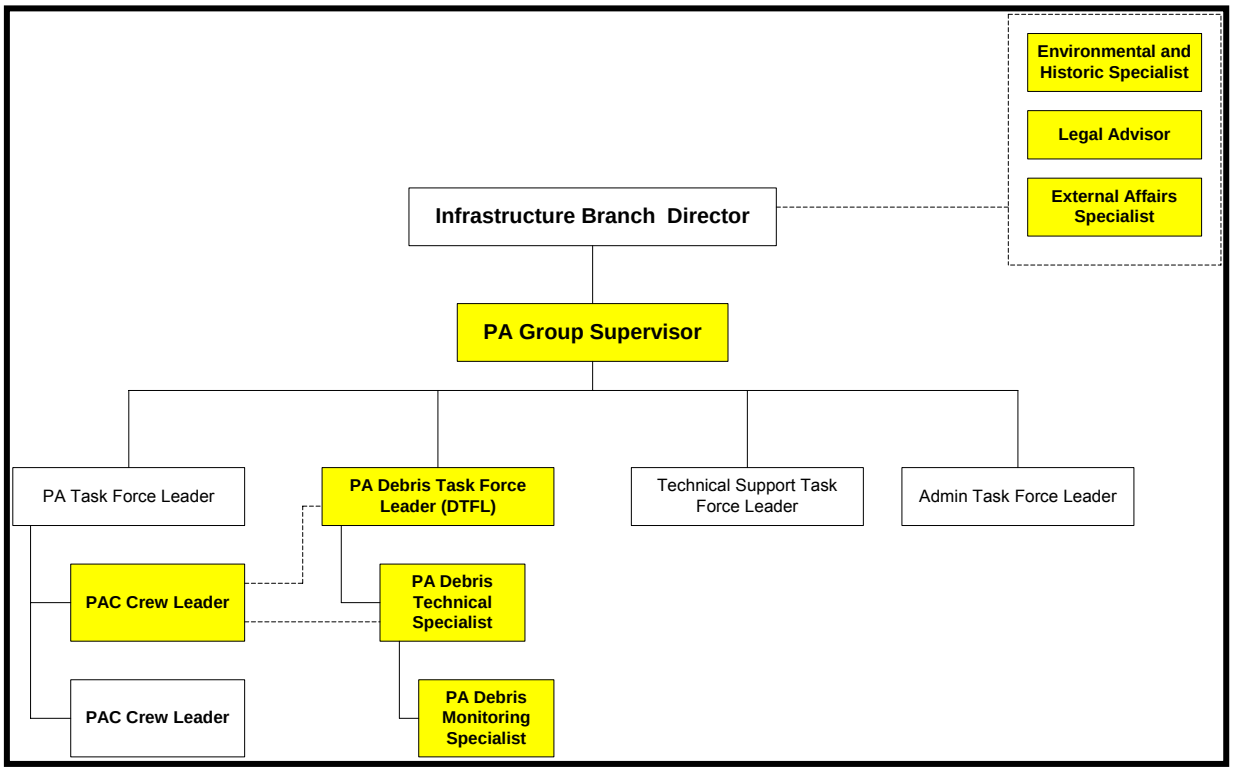

Figure 15.1 – Example Public Assistance Organization Chart

Public Assistance Staff Roles and Responsibilities

The amount of staff depends on the size and severity of the disaster. The Public Assistance staff roles and responsibilities are outlined in the descriptions below.

Infrastructure Branch Director

The Infrastructure Branch Director coordinates the restoration of essential public services and administers the Public Assistance Program. The Infrastructure Branch Director is responsible for:

- Identifying cross-programmatic issues and facilitating coordinated problem solving among the Program areas
- Requesting assistance outside of the Public Assistance Program to include supplemental Federal assistance in the form of Mission Assignments, to be completed by supporting Federal agencies

Public Assistance Group Supervisor

The Public Assistance Group Supervisor manages the overall Public Assistance Program. The Public Assistance Group Supervisor is responsible for:

- Identifying major debris issues and applicants with potential debris problems based on the Preliminary Damage Assessment (PDA) and in coordination with the State Public Assistance Group Supervisor
- Ensuring and approving the development of a Public Assistance Debris Operations Strategy
- Obtaining staffing resources to assist in managing debris operations (e.g. a Public Assistance Debris Task Force Leader and an appropriate number of Public Assistance Debris Technical Specialists and Public Assistance Debris Monitoring Specialists)
- Providing the Debris Task Force Leader with guidance and direction on problems, procedures, and policies pertaining to debris operations
- Coordinating debris-related Mission Assignments
- Advising the Infrastructure Branch Director on potential debris issues
- Allocating and approving the proper funding levels

Public Assistance Debris Task Force Leader

It is the responsibility of the Public Assistance Debris Task Force Leader (DTFL) to manage the debris operations under the direction of the Public Assistance Group Supervisor. The DTFL is responsible for:

- Ensuring that a Debris Operations Strategy is developed and implemented
- Providing applicants with technical assistance by conducting technical reviews of debris management plans and contracts to document compliance with the requirements of the Public Assistance Program eligibility criteria
- Assigning personnel to assist the applicant in developing the eligible debris scope of work for Public Assistance grants
- Coordinating with the Legal Advisor to review proposed debris-related contracts provided by applicants
- Managing all debris field staff
- Ensuring all of the debris field staff are properly trained
- Providing Public Assistance Coordinator Crew Leaders with information concerning procedures and policies pertaining to debris operations
- Coordinating debris-related Mission Assignments

- Reporting all potential debris issues to the Public Assistance Group Supervisor
- Compiling and submitting reports on debris operations to the Public Assistance Group Supervisor and the Infrastructure Branch Director

Public Assistance Coordinator Crew Leader

A Public Assistance Coordinator (PAC) Crew Leader is a customer service manager who works with the applicants to ensure that all applicants' Public Assistance grants are processed as efficiently as possible. The DTFL and Public Assistance Debris Technical Specialist keep the PAC Crew Leader informed of debris eligibility concerns. The PAC Crew Leader is responsible for:

- Serving as an applicant's single point of contact concerning eligibility considerations and Public Assistance grant status
- Coordinating and communicating with the Public Assistance Debris Technical Specialist and DTFL for the assigned applicants' debris issues
- Identifying debris issues during the Kickoff Meeting
- Educating the applicant on the availability of Public Assistance grants for debris operations
- Assisting the applicant in establishing priorities
- Managing resources and coordinating with debris staff on Public Assistance Program issues

Public Assistance Debris Technical Specialist

The Public Assistance Debris Technical Specialist provides applicants technical assistance and support for debris management issues and for the applicants' debris Public Assistance grants. The Public Assistance Debris Technical Specialist is responsible for:

- Estimating quantities of debris
- Collecting monitoring information from the Public Assistance Debris Monitoring Specialists in the field
- Formulating, developing, and writing the Public Assistance grants
- Recommending eligibility of debris projects within the Public Assistance grants
- Managing the Public Assistance Debris Monitoring Specialists
- Informing the PAC Crew Leader and DTFL of potential debris issues
- Supplying debris-related reports and progress updates to the DTFL

Public Assistance Debris Monitoring Specialist

The Public Assistance Debris Monitoring Specialist is responsible for monitoring and documenting debris removal activities in accordance with the debris monitoring strategy, and issues that may impact compliance with the rules and regulations that pertain to FEMA-funded activities. The Public Assistance Debris Monitoring Specialist is specifically responsible for:

- Recording quantities of debris accurately on load tickets and other documentation that may be outlined in the Debris Operations Strategy
- Completing reports such as daily logs, load tickets, incident reports, periodic reports, photographs, and sketches
- Coordinating with the applicant and contractor on daily operations
- Supplying completed paperwork
- Requesting necessary resources from the Public Assistance Debris Technical Specialist

Additional Support for the Public Assistance Organization

Other support may be available to assist the Public Assistance Group Supervisor and DTFL with technical, legal, and information issues.

- **Environmental and Historic Specialists** provide technical assistance to Public Assistance staff, management, and the applicant on environmental and historic preservation considerations for debris operations. These specialists research environmental and historic preservation compliance regulations and requirements for Public Assistance staff and applicant briefings. They coordinate with the PAC Crew Leader and Public Assistance Debris Technical Specialist to conduct site visits in order to identify potential environmental and historic preservation site considerations. Additional tasks include recommending eligibility determinations and supplying cost estimates for environmental and historic preservation compliance. Environmental and Historic Specialists provide documentation, comments, and recommendations for any Public Assistance grant that may have environmental and/or historical preservation issues that could impact the grant funding.

- **Legal Advisors** provide legal review and recommendations on issues that may impact the Public Assistance grant process, along with interpretation of Public Assistance regulations and policies. They review proposed and active debris contracts, right of entry permits, and hold harmless agreements. The legal advisors also provide counsel to the Public Assistance staff on such issues as land acquisition, condemnations, insurance requirements, liability, duplication of benefits, and environmental and historic preservation.

- **External Affairs Specialists** are responsible for all of the Public Assistance communications to outside media outlets including newspapers, radio, television, and the internet. The External Affairs Specialists coordinate with the Infrastructure Branch Director, Public Assistance Group Supervisor, and DTFL to clearly communicate debris policy, decisions, and initiatives.

Debris Operations Strategy

The most common tool used to accomplish FEMA's Public Assistance debris operations goal is the development and implementation of a Debris Operations Strategy. The Debris Operations Strategy is used to identify issues, assign the appropriate amount of staff, and report progress throughout the recovery efforts. It is a dynamic document meant to be updated to reflect the ongoing progress of the recovery operation and document debris-related decisions.

The DTFL is responsible to ensure the Debris Operations Strategy is written and implemented accordingly. The size and severity of the disaster dictates how detailed the strategy should be. Most strategies include the following key elements:

1. Situational analysis
2. Estimated quantities of debris, which may include specific types of debris
3. Specific debris-related eligibility issues, to include identification and resolutions
4. Concept of operations, to include staffing, goals, and reporting
5. Outline of Public Assistance grant development and routing process within the Public Assistance field office
6. Mission Assignment reporting and any other interagency coordination processes (if applicable)
7. Safety strategy for debris operations. Appendix E, *Debris Collection and Management Site Hazard Analysis*, contains information on safety considerations.

Chapter 16 – Other Federal Assistance

Chapter Highlights

Authorities of Federal Agencies
- United States Army Corps of Engineers
- United States Coast Guard
- United States Department of Agriculture's Natural Resources Conservation Service
- Environmental Protection Agency
- Federal Highway Administration

FEMA Mission Assignments
- Federal Agencies that Perform Mission Assignments
- Requirements
- Process
- Types of Mission Assignments
- Scope of Work
- Costs

Federal assistance may be available from other Federal agencies and departments in two different ways:

1. Another Federal agency is invested with the authority to address various aspects of debris-related work;
2. FEMA tasks another Federal agency or department with a debris-related Mission Assignment to accomplish the work.

These two types of assistance are distinct and separate. For example, the USCG has the authority to coordinate the removal of navigational hazards within their jurisdictional boundaries; therefore, the USCG would not be issued a FEMA Mission Assignment to complete the same work.

This chapter provides a general description of some of the Federal agencies and departments that provide debris-related work and provides a summary of Mission Assignments.

Authorities of Federal Agencies

There are Federal agencies and departments, other than FEMA, that have the authority to remove debris and/or coordinate and manage debris-related activities for their specific jurisdiction.

The following describes several Federal agencies' normal responsibilities and their debris-related authority and/or jurisdiction.

United States Army Corps of Engineers

USACE's mission is to provide design and management services for the construction of military facilities for the army and air force; design and construction management support for other defense and Federal agencies; and planning, design, construction, and operation of water resource and other civil works projects. USACE's authorities for debris-related activities include:

- Developing projects for the collection and removal of drift and debris from publicly maintained commercial harbors and from land and water areas immediately adjacent thereto.
- Continuing debris collection programs for five specific harbors of the United States.
- Removing sunken vessels or other obstructions from navigable waterways under emergency conditions.

Please see Appendix G, *FEMA RP9524.3, Policy for Rehabilitation Assistance for Levees and Other Flood Control Works - Decision Tree*, for further information.

United States Coast Guard

USCG is a military, multi-mission, maritime service within the Department of Homeland Security and one of the nation's five armed services. USCG has five fundamental roles: maritime safety, maritime security, maritime mobility, national defense, and protection of natural resources.

USCG is tasked to conduct the following debris-related activities in coordination with EPA:

- Conduct emergency removal of oil and hazardous materials from coastal zones.
- Coordinate removal of navigational hazards.
- Provide technical assistance on contaminated debris in coastal zones.

United States Department of Agriculture's Natural Resources Conservation Service

NRCS, formerly called the Soil Conservation Service, provides technical and financial assistance to private land owners, land users, communities, and units of State and local governments in planning and implementing conservation systems in an effort to conserve soil, water, and other natural resources.

NRCS is limited in its authority in that debris-related activities are limited to either runoff retardation or soil erosion prevention in response to a sudden impairment in the watershed which creates an imminent threat to life or property. Typically, this includes debris within, or close proximity to, a channel.

Environmental Protection Agency

EPA's role is to establish minimum regulatory standards that are, in most cases, implemented by the State, and to provide technical assistance. EPA administers other laws as well that may impact the management of debris.

EPA's primary authorities related to debris removal fall into two categories:

- Cleaning up debris that is mixed with or contains oil or hazardous materials in coordination with the USCG.
- Establishing a standard for proper management of debris.

Federal Highway Administration

FHWA provides Federal financial resources and technical assistance to State and local governments for constructing, preserving, and improving the National Highway System. FHWA has an Emergency Relief (ER) Program to support the repair or reconstruction of Federal-aid highways and roads on Federal lands which have suffered damage as a result of natural disasters or catastrophic failures from an external cause.

FHWA's authority for debris-related activities is limited to debris removal and disposal within their jurisdiction when the ER Program is activated.

Please see Appendix G, *FEMA RP9580.202, Fact Sheet: Debris Removal – Authorities of Federal Agencies*, for additional information.

FEMA Mission Assignments

When an impacted State or local government does not have the capability required to respond to a Presidentially declared disaster, a request for Technical or Direct Federal Assistance may be made. The approved request is called a Mission Assignment. A Mission Assignment is a work order issued by FEMA to another Federal agency directing completion of a specific assignment in anticipation of, or response to, a Presidential declaration of a major disaster or emergency.

Federal Agencies that Perform Mission Assignments

FEMA-issued Mission Assignments are performed by teams established by the National Response Plan (NRP). The NRP is a structured strategy that aligns Federal agencies and

departments to respond to disasters. These Federal teams are called Emergency Support Functions (ESF).
There are two ESFs that perform debris-related activities under FEMA Mission Assignments:

- **ESF #3 – Public Works and Engineering** is responsible for infrastructure protection, emergency repair, and restoration. This group provides engineering services and construction management, and serves as a critical infrastructure liaison. USACE is the lead agency for ESF #3.
- **ESF #10 – Oil and Hazardous Material Response** is responsible for responding to oil and hazardous material issues, environmental safety, and short- and long-term cleanup. The two most commonly deployed agencies that deal with these debris-related activities are EPA and USCG.

Requirements

All Mission Assignments have the following requirements:

- The Mission Assignment must be requested by the State.
- The community must demonstrate that the required disaster-related efforts exceed State and local resources.
- The scope of work must include specific quantifiable measurable tasks.
- FEMA issues mission assignments.

Process

The process to request and utilize Mission Assignments is as follows:

- The community demonstrates the work is beyond its capabilities.
- The State makes a formal request to FEMA for the Mission Assignment.
- FEMA reviews the request, and if approved, assigns it to a Federal agency.
- FEMA assigns qualified staff to coordinate and monitor the Mission Assignment activities.
- The assigned agency performs the scope of work included within the Mission Assignment.
- The assigned agency submits a bill to FEMA upon completion.
- FEMA informs the State of the required cost share.

Types of Mission Assignments

There are two types of Mission Assignments related to debris operations: Technical Assistance and Direct Federal Assistance.

Technical Assistance

Technical Assistance Mission Assignments are available when the State, tribe, or local community lacks technical knowledge or expertise to accomplish an eligible task. Technical assistance may be authorized in anticipation of a declaration of a major disaster or emergency. Eligible debris-related assistance provided through Technical Assistance includes assisting the State and/or applicants in the development of its overall debris management plan, and may include developing DMS plans, monitoring strategies, load ticket processes, and contracting guidelines. Technical Assistance is provided at 100 percent Federal share.

Direct Federal Assistance

Direct Federal Assistance Mission Assignments allow a Federal agency to perform debris activities on behalf of the State or applicant. Direct Federal Assistance Mission Assignments apply only to Emergency Work (debris removal and emergency protective measures) and must meet the general FEMA eligibility criteria for Emergency Work. Federal agencies must comply with all applicable regulations, laws, policies, requirements, and procedures.

An additional requirement for Direct Federal Assistance is that the State must provide a letter giving the Federal agency debris removal authority.

Scope of Work

In order to prepare the scope of work for a Mission Assignment, the community must provide information to the State about the specific geographic locations or easily definable areas where debris is located as well as estimated types and volumes of debris. The scope of work should be defined for FEMA's consideration.

Eligible debris-related activities provided by Direct Federal Assistance include:

- Removing debris from critical roadways and facilities.
- Removing debris from curbsides or from eligible facilities and hauling it to either temporary or permanent disposal sites.
- Identifying, designing, operating, and closing DMS.
- Monitoring debris removal operations.
- Demolishing and/or removing disaster-damaged structures and facilities in accordance with FEMA regulations and policies.

The duration of Mission Assignments for debris removal is limited to 60 days from the disaster declaration date. The time frame may be extended only under extenuating circumstances pursuant to 44 CFR Part 206.208(d).

Costs

Direct Federal Assistance Mission Assignments are subject to the cost-sharing provisions applicable to the disaster. The State will agree in advance to reimburse FEMA for the appropriate non-Federal share of the work including the overhead of the Federal agency assigned the Mission Assignment.

100 Percent Funding for Direct Federal Assistance

In some cases, the President may authorize 100 percent Federal funding for emergency work or debris removal.

FEMA will provide at 100 percent Federal share the cost of actual debris clearance and/or removal accomplished, not **Mission Assignment task orders** initiated, during the designated period. This includes debris clearance, pickup, hauling, processing, and disposal activities FEMA authorizes during the designated period. If further Federal assistance is necessary for debris clearance or removal after the designated period, the prevailing cost-share rate for that particular disaster applies.

See *FEMA RP9523.9, 100% Funding for Direct Federal Assistance and Grant Assistance*, for additional information.

Acronyms

C&D	Construction and Demolition
CBRA	Coastal Barrier Resources Act
CBRN	Chemical, Biological, Radiological, and Nuclear
CBRS	Coastal Barrier Resources System
CFR	Code of Federal Regulations
CWA	Clean Water Act
CZMA	Coastal Zone Management Act
DMS	Debris Management Site
DOT	Department of Transportation
DPW	Department of Public Works
DRM	Disaster Recovery Manager
DTFL	Debris Task Force Leader
EO	Executive Order
EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
ESF	Emergency Support Function
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GIS	Geographic Information System
GPS	Global Positioning System
HHW	Household Hazardous Waste
HUD	Department of Housing and Urban Development
IA	Individual Assistance
ICS	Incident Command System
JFO	Joint Field Office
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRCS	Natural Resources Conservation Service
NRP	National Response Plan
OCC	Office of Chief Counsel
PA	Public Assistance
PDA	Preliminary Damage Assessment
PNP	Private Non-Profit
PPDR	Private Property Debris Removal
PW	Project Worksheet
RCRA	Resource Conservation and Recovery Act
RFQ	Request for Qualifications
SHPO	State Historic Preservation Officer
SWM	Solid Waste Management
USACE	United States Army Corps of Engineers

USCG	United States Coast Guard
USDA	United States Department of Agriculture
WMD	Weapon of Mass Destruction
WSRA	Wild and Scenic Rivers Act

Terms Used in This Document

Chipping or Mulching - The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms "chipping" and "mulching" are often used interchangeably.

Construction and Demolition Debris (C&D) - The definition of construction and demolition debris may vary between States. Construction and demolition debris can be defined as damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.

Debris - Items and materials broken, destroyed, or displaced by a natural or man-made Federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition material, and personal property.

Debris Clearance - Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

Debris Management Site (DMS) - A location where debris is sorted, processed, reduced in volume, and/or disposed of (if debris management activities take place at a permanent disposal site).

Debris Removal - Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

Demolition - The act or process of reducing a structure, as defined by State or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

Force Account Labor - Labor performed by the applicant's permanent, full time, or temporary employees.

Garbage - Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics, and papers.

Hazardous Waste - Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity, or toxicity.

Hold Harmless - Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

Household Hazardous Waste (HHW) - Used or leftover contents of consumer products that contain chemicals defined in regulatory terms under the Resource Conservation and Recovery Act as appearing on one of the four hazardous waste lists or exhibiting one of the following characteristics: ignitability, corrosivity, reactivity, or toxicity. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

Infectious Waste - Waste capable of causing infections in humans, including contaminated animal waste, human blood and blood products, isolation waste, pathological waste, and discarded sharps (needles, scalpels, or broken medical instruments).

Legal Responsibility - In the context of debris management, a statute, formally adopted legal code, or ordinance that gives local government officials responsibility to perform work on public and/or private property.

Debris Monitoring - Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Public Assistance grant reimbursement.

Mutual Aid Agreement - A written understanding between communities and States obligating assistance during a disaster. See *FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.*

National Response Plan (NRP) - A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures, and specific assignments and agencies involved in Federal assistance to supplement State, tribal, and local efforts.

Outbuilding - Any structure secondary to a house such as a barn, shed, or outhouse separated from the main structure.

Piggyback Contract - Term used to describe a type of goods or services procurement. A piggyback contract is a contract let by a government entity which is adopted and extended for use by another government entity.

Recycling - Activities by which discarded materials are collected, sorted, processed, and converted into raw materials and are then used in the production of new products.

Right of Entry - As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

Right-of-Way - The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.

Scale/Weigh Station - A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped, and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

Tipping Fee - A fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs. The fee also may include amounts to cover the cost of closing the current facility and/or opening a new facility.

United States Army Corps of Engineers (USACE) - A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

White Goods - White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters.

APPENDICES

Appendices

Appendix A – Debris Management Plan Outline

Appendix B – USACE Hurricane Debris Estimating Model

Appendix C – FEMA Forms

FF90-123	Force Account Labor Summary Record
FF90-128	Applicant's Benefits Calculation Worksheet
FF90-127	Force Account Equipment Summary Record
FF90-125	Rented Equipment Summary Record
FF90-126	Contract Work Summary Record
FF90-124	Materials Summary Record
FF90-91D	Project Worksheet – Photo Sheet

Appendix D – Sample Monitoring Forms

Load Ticket
Tower Monitor Log
Roving Monitor Report
Daily Issue Log
Truck Certification Form

Appendix E – Debris Collection and Management Site Hazard Analysis

Appendix F – Demolition Checklist

Appendix G – FEMA Policies and Fact Sheets

FEMA DAP9523.4	Demolition of Private Structures
FEMA DAP9523.11	Hazardous Stump Extraction and Removal Eligibility
FEMA RP9523.12	Debris Operations - Hand-Loaded Trucks and Trailers
FEMA DAP9523.13	Debris Removal from Private Property
FEMA RP9524.3	Policy for Rehabilitation Assistance for Levees and Other Flood Control Works - Decision Tree
FEMA RP9525.7	Labor Costs – Emergency Work
FEMA RP9580.4	Fact Sheet: Debris Operations – Clarification: Emergency Contracting vs. Emergency Work
FEMA RP9580.201	Fact Sheet: Debris Removal – Applicant's Contracting Checklist
FEMA RP9580.202	Fact Sheet: Debris Removal – Authorities of Federal Agencies
FEMA DAP9580.203	Fact Sheet: Debris Monitoring

APPENDIX A – DEBRIS MANAGEMENT PLAN OUTLINE

Debris Management Plan Outline

I. Staff Roles and Responsibilities

A. Staffing Organizational Chart

B. Roles and Responsibilities

1. Staffing Assignments and Duties
2. Administration
3. Contracting and Procurement
4. Legal
5. Operations
6. Engineering

C. Emergency Communications Strategy

D. Health and Safety Strategy and Procedures

E. Training Schedule

II. Situation and Assumptions

A. Design Disaster Event

B. Forecasted Debris
1. Forecasted Types
2. Forecasted Locations

III. Debris Collection Plan

A. List Priorities

B. Response Operations

C. Recovery Operations

Debris Management Plan Outline

1. Estimating Staff, Procedures and Assignments
2. Collection Method
   a) Curbside Collection
   b) Collection Centers
3. Collecting Hazardous Waste and White Goods
4. Monitoring Staff and Assignments

IV. Debris Management Sites

A. Site Management
   1. Site Manager
   2. Monitoring Staff and Assignments
   3. Safety Personnel

B. Establishment and Operations Planning
   1. Permits
   2. Locations
      a) Baseline Data for Each Location
      b) Ingress/egress for Sites
   3. Site Layouts
   4. Site Preparation
   5. Site Layout
   6. Volume Reduction Methods
      a) Incineration
      b) Grinding and Chipping
   7. Recycling
   8. Environmental Monitoring Program
   9. Site Closure

V. Contracted Services

A. Emergency Contracting/Procurement Procedures

B. Debris Operations to be Outsourced

C. General Contract Provisions

Debris Management Plan Outline

D. Qualification Requirements

E. Solicitation of Contractors

VI. Private Property Demolition and Debris Removal

A. Condemnation Criteria and Procedures
   1. Legal Documentation
   2. Demolition Permitting
   3. Inspections

B. Mobile Home Park Procedures

C. Navigation Hazard Removal Procedures

VII. Public Information Strategy

A. Public Information Officer

B. Pre-scripted Information

C. Distribution Strategy

Appendices

Maps of jurisdiction and priorities
Staffing assignment maps
Load Ticket
Debris Monitor Reports
Truck Certification List
Load Ticket System

APPENDIX B – USACE HURRICANE DEBRIS ESTIMATING MODEL

USACE HURRICANE DEBRIS ESTIMATING MODEL

U.S. Army Corps of Engineers
Hurricane Debris Estimating Model

Background

- The U.S. Army Corps of Engineers (USACE) Emergency Management staff has developed a modeling methodology designed to forecast potential amounts of hurricane generated debris.
- Based on actual data from Hurricanes Frederic, Hugo and Andrew.
- The estimated quantities produced by the model have a predicted accuracy of ± 30%.
- The primary factor used by the model is the number of households in a developed urban/suburban area.
- Other factors utilized are:
  - Cubic yards of debris generated per household per storm category.
  - Vegetative cover.
  - Commercial density.
  - Precipitation.
- Household debris includes damage to the house, contents and surrounding shrubs/trees.
- Vegetative cover includes all trees and shrubbery located along public rights-of-way, parks and residential areas.
- Commercial density includes debris generated by damage to businesses and industrial facilities.
- Private contractors will remove the majority of commercial related debris; however, disposal/reduction space is still required.
- Very wet storms will cause ground saturation, increasing tree fall.

Initial Planning Data

- For planning purposes, the worst case scenario should be used for the subject area.
- The most accurate process is to determine the defined areas by using Doppler Radar (National Weather Service Broadcasts) and Geographical Information Systems (GIS).
- Doppler radar will define the storm's intensity and the exact track of the eye of the storm in relation to the affected area.
- Track the storm and plot the eye path and 5-mile wide bands out from the eye to define areas and estimate wind speeds.
- The wind speed of the eye wall normally determines the reported storm category with the outward or 5-mile bands being a lesser category.

USACE HURRICANE DEBRIS ESTIMATING MODEL

- Track the storm inland until the wind speeds dissipate below hurricane strength.
- Divide outlined areas by storm category.
- Enter coordinates into a GIS database to determine areas and demographic information, such as:
    - Population.
    - Schools.
    - Businesses.

STEP 1—ESTIMATING DEBRIS QUANTITIES

The formula used in this model will generate debris quantity as an absolute value based on a known/estimated population or a debris quantity per square mile based upon population density per square mile.

- Determine population (P) in the affected area.
- For example, 1990 census data for Harrison County, MS, is 165,500.
- P = 165,500.
- The assumption of 3 persons per household (H) is used for this model.
- Known/estimated population (P) for a jurisdiction may be used to determine a value for H or H=P/3.

Example

A category 4 storm passes through Harrison County, MS. The area is primarily single family dwellings with some apartment complexes, schools, and shopping centers. Vegetation characteristic is heavy because of the proliferation of residential landscape shrubbery and trees throughout the area. The storm is very wet, with rain before and continuing for a few days after the hurricane.

Formula: Q= H(C)(V)(B)(S)

H= P/3= 165,500/3 = 55,167 (3 persons/household)

C= 50 (Factor for a Category 4 storm)

V= 1.5 (Multiplier for heavy vegetation)

B= 1.3 (Multiplier for heavy commercial due to schools/stores/apartments)

S= 1.3 (Multiplier for wet storm event)

Then Q = 55,167 x50x1.5x1.3x1.3 = 6,992,374 cubic yards of debris or 7 million cy

USACE HURRICANE DEBRIS ESTIMATING MODEL

The Model Formula: Q= H (C)(V)(B)(S) where:

Q is the quantity of debris in cubic yards.

H is the number of households.

C is the storm category factor in cubic yards.

V is the vegetation characteristic multiplier.

B is the commercial/business/industrial use multiplier.

S is the storm precipitation characteristic multiplier.

C is the storm category factor as shown below. It expresses debris quantity in cubic yards (cy) per household by hurricane category and includes the house and its contents, and land foliage.

HURRICANE CATEGORY	VALUE OF "C" FACTOR
1	2 cy
2	8 cy
3	26 cy
✓4	✓50 cy
5	80 cy

V is the vegetation multiplier as shown below. It acts to increase the quantity of debris by adding vegetation, including shrubbery and trees, on public rights-of-way.

VEGETATIVE COVER	VALUE OF "V" MULTIPLIER
LIGHT	1.1
MEDIUM	1.3
✓HEAVY	✓1.5

B is the multiplier that takes into account areas that are not solely single-family residential, but includes small retail stores, schools, apartments, shopping centers, and light industrial/manufacturing facilities. Built into this multiplier is the offsetting commercial insurance requirement for owner/operator salvage operations.

COMMERCIAL DENSITY	VALUE OF "B" MULTIPLIER
LIGHT	1.0
MEDIUM	1.2
✓HEAVY	✓1.3

USACE HURRICANE DEBRIS ESTIMATING MODEL

S is the precipitation multiplier that takes into account either a "wet" or "dry" storm event. A "wet" storm for category 3 or greater storms will generate more vegetative debris due to the uprooting of complete trees.

PRECIPITATION CHARACTERISTIC	VALUE OF "S" MULTIPLIER
NONE TO LIGHT	1.0
✓MEDIUM TO HEAVY	✓1.3

NOTE: **Steps 2 and 3 of this model can also be applied to other debris generating events once an estimated quantity of debris is established.**

STEP 2—DEBRIS STORAGE SITE REQUIREMENTS

- Estimate debris pile stack height of 10-feet.
- 60% usage of land area to provide for roads, safety buffers, burn pits and household hazardous waste areas.

1 acre (ac) = 4,840 square yards (sy)
10 foot stack height = 3.33 yards(y)
total volume per acre = 4,840 sy/ac x 3.33 y = 16,117 cy/ac

- From the example above, the acreage required for debris reduction sites is:

7,000,000/ 16,117 cy/ac = 434 acres (required for debris storage only, no buffers, etc.)

- To provide for roads and buffers, the acreage must be increased by a factor of 1.66.

434 ac x 1.66 = 720 acres or, since one square mile (sm) = 640 acres 720ac/640as/sm=1.12 sm.

- If you assume a 100 acre storage site can be cycled every 45 to 60 days or one time during the recovery period, then 720/2 = 360 ac or four 100 acre sites would be required.
- The number of sites varies with:
    - Size.
    - Distance from source.
    - Speed of reduction (mixed debris is slower than clean woody debris).
    - Removal urgency.
- The USACE commonly removes approximately 70% of the total volume generated with local governments, volunteer groups, and private individuals removing the remainder.

If 7 million cy were estimated, the USACE would estimate removing approximately 4.9 million cy of debris.

USACE HURRICANE DEBRIS ESTIMATING MODEL

STEP 3—CATEGORIES OF DEBRIS

Debris removed will consist of two broad categories:

- Clean wood debris.
- Construction and demolition (C&D) debris.

- The clean debris will come early in the removal process as residents and local governments clear yards and rights-of-way.
- The debris removal mission can be facilitated if debris is segregated as much as possible at the origin along the right-of-way, according to type.
- The public should be informed regarding debris segregation as soon as possible after the storm.
- Time periods should be set for removal, the first 7-10 days clean woody debris only, then followed by other debris, with the metals segregated from non-metals.
- Most common hurricane-generated debris will consist of the following:

  30% Clean woody debris
  70% Mixed C&D

  Of the 70% mixed C&D:

42%	Burnable but requires sorting
5%	Soil
15%	Metals
38%	Landfilled

- Based upon the above, 7,000,000 cy of debris would break down as follows:

  2,100,000 cy Clean woody debris
  4,900,000 cy Mixed C&D

- Of the 4,900,000 cy of mixed C&D, 2,058,000 cy is burnable but requires sorting, 245,000 cy is soil, 735,000 cy is metals, and 1,862,000 cy is landfilled.
- Burning will produce about 95% volume reduction.
- Chipping and grinding reduce the debris volume on a 4-to-1 ratio (4 cy is reduced to 1 cy) or by 75%.
- The rate of burning is basically equal to the rate of chipping/grinding, about 200 cy/hr. However, chipping requires on-site storage and disposal of the chips/mulch.

APPENDIX C – FEMA FORMS

- ***FF90-123 Force Account Labor Summary Record***
- ***FF90-128 Applicant's Benefits Calculation Worksheet***
- ***FF90-127 Force Account Equipment Summary Record***
- ***FF90-125 Rented Equipment Summary Record***
- ***FF90-126 Contract Work Summary Record***
- ***FF90-124 Materials Summary Record***
- ***FF90-91D Project Worksheet – Photo Sheet***

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
FORCE ACCOUNT LABOR SUMMARY RECORD

PAGE ____ OF ____

O.M.B. No. 1660-0017
Expires Otober 31, 2008

APPLICANT	PA ID NO.	PROJECT NO.	DISASTER
LOCATION/SITE		CATEGORY	PERIOD COVERING
DESCRIPTION OF WORK PERFORMED			

NAME / JOB TITLE	DATES AND HOURS WORKED EACH WEEK								COSTS				
	DATE								TOTAL HOURS	HOURLY RATE	BENEFIT RATE/HR	TOTAL HOURLY RATE	TOTAL COSTS
NAME	REG.												
JOB TITLE	O. T.												
NAME	REG.												
JOB TITLE	O. T.												
NAME	REG.												
JOB TITLE	O. T.												
NAME	REG.												
JOB TITLE	O. T.												
NAME	REG.												
JOB TITLE	O. T.												
NAME	REG.												
JOB TITLE	O. T.												

TOTAL COST FOR FORCE ACCOUNT LABOR REGULAR TIME →	$
TOTAL COST FOR FORCE ACCOUNT LABOR OVERTIME →	$

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED	TITLE	DATE

VILLAGE OF BISCAYNE PARK
183 of 260
ATTACHMENT "B"

DEPARTMENT OF HOMELAND SECURITY ATTACHMENT "B"
FEDERAL EMERGENCY MANAGEMENT AGENCY

APPLICANT'S BENEFITS CALCULATION WORKSHEET

PAGE ____ OF ____

O.M.B. No. 1660-0017
Expires October 31, 2008

APPLICANT	PA ID NO.

DISASTER	PROJECT NO.

FRINGE BENEFITS (by %)	REGULAR TIME	OVERTIME
HOLIDAYS		
VACATION LEAVE		
SICK LEAVE		
SOCIAL SECURITY		
MEDICARE		
UNEMPLOYMENT		
WORKER'S COMP.		
RETIREMENT		
HEALTH BENEFITS		
LIFE INS. BENEFITS		
OTHER		
TOTAL in % of annual salary		

COMMENTS

I CERTIFY THAT THE INFORMATION ABOVE WAS TRANSCRIBED FROM PAYROLL RECORDS OR OTHER DOCUMENTS WHICH ARE AVAILABLE

CERTIFIED BY	TITLE	DATE

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

FORCE ACCOUNT EQUIPMENT SUMMARY RECORD

PAGE _____ OF _____

O.M.B. No. 1660-0017
Expires October 31, 2008

APPLICANT	PA ID NO.	PROJECT NO.	DISASTER

LOCATION/SITE	CATEGORY	PERIOD COVERING

DESCRIPTION OF WORK PERFORMED

TYPE OF EQUIPMENT		OPERATOR'S NAME	DATES AND HOURS USED EACH DAY								COSTS		
INDICATE SIZE, CAPACITY, HOURSEPOWER, MAKE AND MODEL AS APPROPRIATE	EQUIPMENT CODE NUMBER		DATE								TOTAL HOURS	EQUIPMENT RATE	TOTAL COST
			HOURS										
			HOURS										
			HOURS										
			HOURS										
			HOURS										
			HOURS										
			HOURS										
			GRAND TOTALS →										

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED	TITLE	DATE

FEMA Form 90-127, FEB 06

PREVIOUS EDITION OBSOLETE

ATTACHMENT "B"
185 of 260
VILLAGE OF BISCAYNE PARK

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RENTED EQUIPMENT SUMMARY RECORD

PAGE ____ OF ____

O.M.B. No. 1660-0017
Expires October 31, 2008

APPLICANT	PA ID NO.	PROJECT NO.	DISASTER
LOCATION/SITE		CATEGORY	PERIOD COVERING
DESCRIPTION OF WORK PERFORMED			

TYPE OF EQUIPMENT Indicate size, Capacity, Horsepower, Make and Model as Appropriate	DATES AND HOURS USED	RATE PER HOUR		TOTAL COST	VENDOR	INVOICE NO.	DATE AND AMOUNT PAID	CHECK NO.
		W/OPR	W/OUT OPR					
						GRAND TOTAL →		

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED	TITLE	DATE

FEMA Form 90-125, FEB 06 **PREVIOUS EDITION OBSOLETE**

DEPATRTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

CONTRACT WORK SUMMARY RECORD

PAGE _____ OF _____

O.M.B. No. 1660-0017
Expires October 31, 2008

APPLICANT	PA ID NO.	PROJECT NO.	DISASTER
LOCATION/SITE		CATEGORY	PERIOD COVERING

DESCRIPTION OF WORK PERFORMED

DATES WORKED	CONTRACTOR	BILLING/INVOICE NUMBER	AMOUNT	COMMENTS - SCOPE

GRAND TOTAL →

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED	TITLE	DATE

187 of 260
VILLAGE OF BISCAYNE PARK
ATTACHMENT "B"

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

MATERIALS SUMMARY RECORD

PAGE _____ OF _____

O.M.B. No. 1660-0017
Expires October 31, 2008

APPLICANT	PA ID NO.	PROJECT NO.	DISASTER

LOCATION/SITE	CATEGORY	PERIOD COVERING

DESCRIPTION OF WORK PERFORMED

VENDOR	DESCRIPTION	QUAN.	UNIT PRICE	TOTAL PRICE	DATE PURCHASED	DATE USED	INFO FROM (CHECK ONE)	
							INVOICE	STOCK
GRAND TOTAL →								

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED	TITLE	DATE

FEMA Form 90-124, FEB 06

PREVIOUS EDTION OBSOLETE

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ATTACHMENT "B"
VILLAGE OF BISCAYNE PARK
RFP 2010-01 DEBRIS MONITORING

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY **PROJECT WORKSHEET - Photo Sheet**				O.M.B. No. 1660-0017 Expires October 31, 2008
DISASTER FEMA-_____ -DR-____	PROJECT NO.	PA ID NO.	DATE	CATEGORY
APPLICANT		COUNTY		

PHOTO	PHOTO
DESCRIPTION	DESCRIPTION

APPENDIX D – SAMPLE MONITORING FORMS

- ***Load Ticket***
- ***Tower Monitor Log***
- ***Roving Monitor Report***
- ***Daily Issue Log***
- ***Truck Certification Form***

Load Ticket	Ticket No. 0012345
Municipality (Applicant)	Prime Contractor
	Sub-Contractor

Truck Information

Truck No	Capacity
Truck Driver (print legibly)	

Loading Information

Loading	Time	Date	Inspector/Monitor
Location (Address or Cross Streets)			

When Using GPS Coordinates use Decimal Degrees (N xx.xxxxx)

N	**W**

Unloading Information

Debris Classification	Estimated %, CYs, or Actual Weight
☐ Vegetation ☐ C&D ☐ White Goods ☐ HHW ☐ Other* See Below	

Unloading	Time	Date	Inspector/Monitor
DMS Name and Location			

*Other Debris Explanation	Original: Applicant Copy 1: _____ Copy 2: _____ Copy 3: _____

TOWER MONITOR LOG

Date: _____

Monitor: _____ **Applicant Monitor:** _____

Time	Truck No.	Load Ticket	Capacity	Vol. or Weight	Pick-Up Location	Photo/ Disc	Comments

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VILLAGE OF BISCAYNE PARK
RFP 201901 DEBRIS MONITORING

Applicant:_____ **Page** ____ **Tower Site:**_____

Monitor:_____ **ROVING MONITOR REPORT** **Date:**_____

Time	Truck No.	Load Ticket	Capacity	Vol. or Weight	Pick-Up Location	Photo/ Disc	Comments

ATTACHMENT "B"

Applicant: _____ **Page**_____

Monitor:_____ **DAILY ISSUE LOG** **Date:**_____

Issue No.	Truck No.	Load Ticket	Pick-Up Location	Contractor/ Sub-Contractor	Applicant Monitor	Photo/ Disc	Issue/Resolution

Applicant:_____ **Page**_____

ATTACHMENT "B"

ATTACHMENT "B"

TRUCK CERTIFICATION FORM

General Information

Applicant: _____ **Monitor:** _____

Contractor: _____ **Date:** _____

Measurement Location: _____ **County:** _____

Declaration Number: _____

Truck Information

Make	Year	Color	License

Truck Measurements

Performed By: _____ **Date:** _____

Volume Calculated By: _____ **Date:** _____

Both Checked by: _____ **Date:** _____

Driver Information

Name: _____

Address: _____

Phone Number: _____

Owner Information

Name: _____

Address: _____

Phone Number: _____

Truck Identification

Truck Capacity

Photo

(See reverse for calculation worksheet)

ATTACHMENT "B"

TRUCK CERTIFICATION FORM

DUMP TRUCK

Measurements

Truck Measurements — Length (L) = ____ Width (W) ft = ____ Height (H) ft = ____

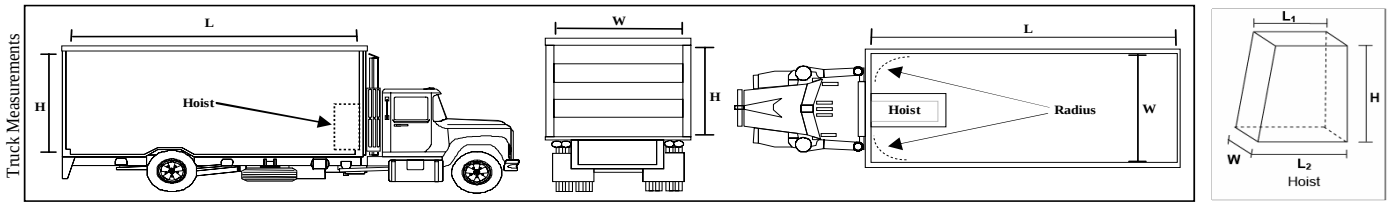
Hoist Measurement — $Length_1$ (L_1) ft = ____ $Length_2$ (L_2) ft = ____ $WidthH$ (W_H) ft = ____ $Height_H$ (H_H) ft = ____

Radius — Radius ft = ____ Height (H) = ____

Calculations

Bed Volume (Basic)	(LxWxH)/27 =	+	cyd
Hoist Volume	((L1+L2/2) x W_H x H_H)/27 =	-	cyd
Radius Volume	(3.14xR^2xH)/27 =	-	cyd
	Total =		cyd

Cubic Yards



EXTRA TRAILER

Measurements

Truck Measurements (Basic) — Length (L) = ____ Width (W) ft = ____ Height (H) ft = ____

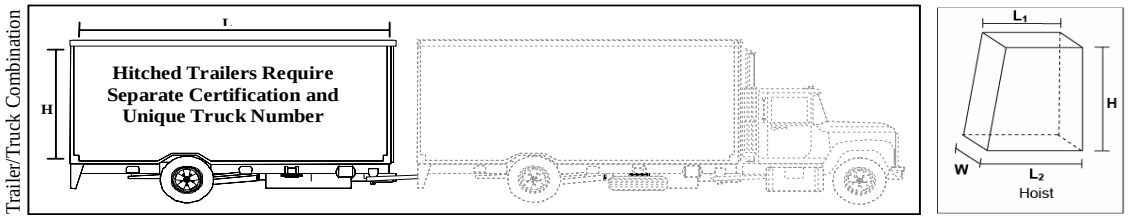
Hoist Measurement — $Length_1$ (L_1) ft = ____ $Length_2$ (L_2) ft = ____ $WidthH$ (W_H) ft = ____ $Height_H$ (H_H) ft = ____

Radius — Radius ft = ____ Height (H) = ____

Calculations

Bed Volume (Basic)	(LxWxH)/27 =	+	cyd
Hoist Volume	((L_1+L_2/2) x W_H x H_H) =	-	cyd
Radius Volume	(3.14xR^2xH)/27 =	-	cyd
	Total =		cyd

Cubic Yards



ROUND BOTTOM TRUCK

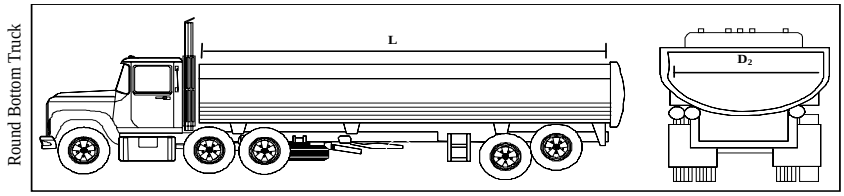
Measurements

Truck Measurements — Length (L) ft = ____ Diameter (D) ft = ____

Calculations

Approx. Volume (3.14 x $(D/2)^2$ x L) /27 = ____ cyd (round bottom portion only)

Cubic Yards



APPENDIX E – DEBRIS COLLECTION AND MANAGEMENT SITE HAZARD ANALYSIS

DEBRIS COLLECTION and MANAGEMENT SITE HAZARD ANALYSIS

Disaster debris collection and management sites pose a multitude of health and safety concerns. Hazards and exposures are a function of the unstable nature of the site, the potential of hazardous substances being present, and the type of work being performed. This hazard analysis serves as general guidance only. Each site will have its own unique hazards, all of which cannot be anticipated.

The listed hazards, risks, and accompanying general recommendations represent suggested site hazard assessment and therefore will not represent actual field hazards present at all debris collection and management sites. It is incumbent upon the responsible entity (e.g. – State, local government, private contractor, etc.) chosen to perform and/or manage this work to assure a comprehensive site specific hazard analysis is performed and that resulting recommendations are implemented.

SITE SAFETY CHECKLIST

- ☐ Conduct a job hazard analysis to identify hazards prior to beginning site work.
- ☐ Assign key personnel and alternates responsible for site safety.
- ☐ Describe risks associated with each operation conducted.
- ☐ Confirm that personnel are adequately trained to perform jobs.
- ☐ Describe the protective clothing and equipment to be worn by personnel during site operations.
- ☐ Describe needed air monitoring, personnel monitoring, and environmental sampling.
- ☐ Describe actions to be taken to mitigate existing hazards to make work environment less hazardous.

POTENTIAL HAZARDS AND GENERAL RECOMMENDATIONS

HAZARD 1: Massive piles of woody debris and other types of debris; unstable work surfaces

Risks: Traumatic, serious, or fatal injuries or illnesses can occur due to slips, trips, falls, or collapsing materials.

- **General Recommendations:**
  - Ensure that surfaces are as stable as possible.
  - Ensure scaffolding is erected on a stable surface; anchor scaffolding to a structure capable of withstanding the lateral forces generated.
  - Ensure workers have ANSI approved safety footwear with slip resistant soles. Consider drop and roll over hazards as well as puncture hazards.
  - Site personnel to be observant of changes in walking surfaces.

HAZARD 2: Hazardous noise

Risks: Communication and possible noise induced hearing loss.

- **General Recommendations:**
  - Monitor noise levels. If 8-hour time-weighted average exposures are 85 decibels (dB) or more, a Hearing Conservation Plan is needed.
  - Try engineering out workplace noise by isolating the equipment, reduce the equipment vibration, or installing sound barriers.
  - Consider hearing protection devices are used whenever noisy equipment (e.g., large trucks, grinding equipment, loaders, generators, large motors, etc.) is used.

HAZARD 3: Breathing dust containing fine airborne particles and gases generated through diesel exhaust fumes, smoke, ash, and road dust

Risks: Irritation of eye, nose, throat, and lung.

- **General Recommendations:**
  - Workers should be protected from breathing airborne contaminants as determined through the site's analysis of respiratory hazards.
  - Respiratory protection: determine respirator type, as needed, through site specific hazard analysis.
  - Respirators must fit properly to protect workers.

- Dust concentrations in the air should be appropriately monitored.
- Stay upwind of dust generating activities.
- Maintain low speeds on construction equipment to keep dust down.
- Airborne dust may be suppressed by application of water based mist.

HAZARD 4: Heat stress from working in a hot, humid climate

Risks: Significant fluid loss can progress to clinical dehydration, raised core body temperature, impaired judgment, disorientation, fatigue, muscle cramping, resulting in heat stroke.

- **General Recommendations:**
  - Adjust work schedules, rotate personnel, and add additional personnel if needed.
  - Replenish fluids (e.g. – water, electrolytes) as needed.
  - Consider personnel and environmental monitoring plans.
  - Know the warning signs of heat related illnesses.
  - Provide shelter for personnel in shaded areas.
  - Where possible, block out sun or other direct sources of heat from fixed work locations.
  - Prevent sun related overexposure to skin by using a sunscreen lotion with a significant sun protection factor (SPF) of 15 or greater.

HAZARD 5: Cold stress from working in a cold, wet climate

Risks: This allows exposed skin and the extremities to cool rapidly and increases the risk of frostbite and hypothermia.

- **General Recommendations:**
  - Get into heated shelter as necessary to maintain body temperature.
  - Replace wet clothing immediately.
  - Drink warm fluids often.
  - Wear adequate clothing to reduce threat of cold stress.
  - Know the signs of cold stress.

HAZARD 6: Carbon monoxide risk from heaters, gasoline or propane-powered generators, or heavy machinery

Risks: Headache, dizziness, drowsiness, or nausea. This may progress to vomiting, loss of consciousness, and collapse. Coma or death may occur under prolonged or high exposures.

- **General Recommendations:**
  - Use CO warning sensors when using or working around combustion sources since CO has no warning properties. CO is a colorless and odorless gas.
  - Shut off equipment or machinery immediately if symptoms of exposure appear and immediately go to a fresh air source or location.

> **Warning!** Do not use gasoline generators or portable heaters in confined spaces or poorly ventilated areas.

HAZARD 7: Work zone traffic hazards

Risks: Traumatic or fatal injuries due to failure of or improper use of equipment or workers being struck by moving equipment.

- **General Recommendations:**
  - Establish a traffic control plan for motorists and pedestrians.
  - Use standard highway signs and control devices to instruct drivers.
  - Use barriers (concrete, water, sand, collapsible barriers, crash cushions, and truck-mounted attenuators) to limit motorist intrusion into the work zone.
  - High visibility safety garments should be provided for those providing temporary traffic control (class 2 or 3) and workers on foot (class 1, 2, or 3).
  - Seat belts and rollover protection should be used on equipment and vehicles as stated by the manufacturer.
  - Workers on foot, equipment operators, and drivers in internal work zones need to know the routes construction vehicles will use.
  - Be mindful of limited visibility (e.g. – blind spots) which heavy machine operators have while driving machines at the work site.
  - Maintain safe driving distances, avoid using cell phones while driving, and obey all traffic laws.

HAZARD 8: Eye, face, hand, and head injuries from flying debris; wood particles

Risks: Traumatic injuries, ranging from minor injuries requiring first aid to serious eye injuries, even disabling or fatal traumatic injuries.

- **General Recommendations:**
  - Only use protective eyewear, face shields, and protective head wear that are ANSI approved.
  - Educate workers regarding safe work procedures before beginning work.
  - Provide workers with a full array of personal protective equipment, including hard hats, safety shoes, eyeglasses, and work gloves.
  - Ensure that workers do not walk under or through areas where cranes and other heavy equipment are being used to lift objects.
  - Proper eye protection (e.g. - goggles or safety glasses).
  - As a minimum requirement use safety glasses with side shields by all site workers. Faceshields are not a substitute for safety glasses.
  - Use safety goggles for protection from fine dust particles rather than using regular prescription eyeglasses.
  - Choose hand protection to fit the hazards determined through the hazard analysis (e.g. – laceration hazards, need for gripping, need for dexterity, etc.).
  - Stay outside the 300 foot safety zone while a chipper is in operation.
  - Check the kick-back device on chainsaws before use.

HAZARD 9: Use of various types of heavy equipment, including cranes, bucket trucks, skid-steer loaders, etc.

Risks: Traumatic injury, including serious and fatal injuries, due to failure of improper use of equipment, or workers being struck by moving equipment.

- **General Recommendations:**
  - Wear safety vests. Safety orange vests with reflective stripes are recommended.
  - Ensure operators are aware of the activities around them to protect workers on foot from being struck by moving equipment.
  - Ensure that workers do not walk under or through areas where cranes and other heavy equipment are being used to lift objects.
  - Ensure that workers do not climb onto or ride loads being lifted or moved.
  - Ensure that all equipment warning devices are working (flashers, strobes, back-up alarms).
  - Machinery is to be inspected by a qualified worker before each use, per OSHA requirements.
  - Stay at lease 20 feet beyond maximum equipment swing radius or movement areas. Assign spotters as needed.
  - Do not exceed the load capacity of cranes and other lifting equipment.

HAZARD 10: Chemicals, flammables and combustibles

Risks: Traumatic, serious, or fatal injuries or illnesses can occur due to inhalational, dermal, and fire hazards.

- **General Recommendations:**
  - Ensure that hazardous waste (batteries, PVC piping, solvents, pesticides, and compressed gas cylinders, etc.) are properly separated from “burnable” trash.
  - Utilize GFCI for any extension cords or power tools.
  - Store gasoline in an approved container not to exceed 5-gallon capacity.
  - Allow gasoline power tools to cool down prior to refueling.
  - Ensure containers are bonded and grounded during dispensing.
  - Ensure adequate fire extinguishers are available at work sites and on work vehicles.
  - Maintain a fire watch during all fire-related activities until material has been extinguished and cooled.
  - If possible, avoid establishing debris management sites where there is a limited public water supply, lack of 911 service, or delays in fire department response time.

HAZARD 11: Isolated work areas and sanitation

Risks: Remote locations delay response times from emergency providers. Precaution can reduce the severity of the event.

- **General Recommendations:**
  - Water-borne disease:
    - Always wash your hands.
    - Use hand sanitizers frequently.
    - Exercise good housekeeping.
    - Only drink from proven potable water sources.
  - Blood-borne disease:
    - Use latex or similar type gloves when handling remains.
    - Replace gloves if punctured or torn.
    - Receive appropriate vaccinations (Hepatitis A, B, Tetanus, Diphtheria, etc).
    - Avoid standing water.
    - Observe universal precautions.
  - Food-borne disease:
    - Identify and dispose of food that may not be safe to eat.
    - Handle food properly.
    - Keep a supply of water and food on hand.
    - Rest when off duty.
  - Emergencies:
    - Know location and phone numbers of nearest hospital, doctor, and police.
    - Carry a first-aid kit.
    - Know the address or nearest cross-road of work site to notify emergency responders.

HAZARD 12: Insects, animals, reptiles, and plants

Risks: Traumatic, serious, or fatal injuries or illnesses can occur due to insect or animal bites.

- **General Recommendations:**
  - Protection from plants:
    - Be alert of poisonous plants.
    - Use barrier creams if available.
    - Wash affected area after contact.
  - Protection from wild or stray animals:
    - Avoid animal habitats (infested areas, rodent burrows, and nests).
    - Do not attempt to take custody of animals unless properly trained.
    - Avoid wild or stray animals. Assume all animals are rabid. Call local authorities to handle animals.
    - Dispose of animal carcasses according to local guidelines.
  - Protection from insects (mosquitoes, bees, spiders, fire ants, etc):
    - Wear appropriate clothing (long pants, socks, long sleeved shirts, etc).
    - Avoid infested areas.
    - Use insect repellents that contain DEET or Picaridin, when necessary.
  - Protection from snakes:
    - Assume all snakes are poisonous. Be on alert for snakes that may be hiding in unusual places after flooding.
    - Seek immediate medical attention if you are bitten.
    - Try to identify the snake so that if it is poisonous you can be given the correct anti-venom.

HAZARD 13: Power lines and gas lines

Risks: Traumatic, serious, or fatal injuries or illnesses can occur due to electrocution.

- **General Recommendations:**
  - Treat all power lines and cables as energized until proven otherwise. De-energized lines can be energized by a secondary power sources such as a backup generator.
  - Use appropriately grounded low voltage equipment.
  - Do not approach detected gas leaks.

- Contact utilities (e.g. – utility locate service) for buried power line location.
- Stay at least 10 feet away from live overhead power lines.
- Get the owner or operator of the lines to de-energize and ground lines when working near them.
- Use non-conductive wood or fiberglass ladders when working near power lines.
- Keep area burn piles, observation areas, and areas where heavy equipment is used away from power lines and other electrical equipment.

HAZARD 14: Debris towers

Risks: Traumatic, serious, or fatal injuries or illnesses can occur due to falls from elevated surfaces.

- **General Recommendations:**
  - Inspect scaffolds and scaffold components for defects before each work shift and after any incident which could affect structural integrity.
  - Provide adequate buffer zones around the tower.
  - Anchor the scaffold to prevent displacement from wind with guide wires
  - Do not exceed load capacity of the scaffold.
  - Footing of the tower must be level, sound, rigid, and capable of supporting the load without settling or displacement.
  - A standard guardrail (top, mid, toe) and handrail system must be installed along all open sides.
  - Provide appropriate ventilation if a heating system is present.
  - No smoking.
  - Use established construction guidance (e.g. – US Army Corps of Engineers).

HAZARD 15: Aerial lifts and scissor lifts

Risks: Traumatic, serious, or fatal injuries or illnesses can occur due to falls, tip-overs, and pinch points.

- **General Recommendations:**
  - Only trained and authorized people may operate the lift.
  - Check for overhead objects before use.
  - Stay far from debris piles, drop-offs, and floor openings.
  - Never use equipment near electric lines unless the lines are de-energized or adequate clearance is maintained.
  - Refuel tanks only when the machine is off.
  - Elevate the lift only when it is on a firm and level surface.
  - Never drive the lift when in the extended position.

HAZARD 16: Severe weather

Risks: Traumatic, serious, or fatal injuries or illnesses can occur due to hypothermia, hyperthermia, and lightning strikes.

- **General Recommendations:**
  - Monitor local weather conditions regularly.
  - Recognize the signs of an oncoming thunder and lighting storm and seek shelter.
  - Avoid small sheds, wooded areas, metal fences and open areas.

You can help prevent workplace injuries and illnesses by looking at your workplace operations, establishing proper job procedures, and ensuring that all employees are trained properly. One of the best ways to determine and establish proper work procedures is to conduct a job hazard analysis. A job hazard analysis is a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. Ideally, after you identify uncontrolled hazards, you will take steps to eliminate or reduce them to an acceptable risk level.

A job hazard analysis can be conducted on many jobs in your workplace. Priority should go to the following types of jobs:

- Jobs with the highest injury or illness rates;
- Jobs with the potential to cause severe or disabling injuries or illness, even if there is no history of previous accidents;
- Jobs in which one simple human error could lead to a severe accident or injury;
- Jobs that are new to your operation or have undergone changes in processes and procedures;
- Jobs that are complex enough to require written instructions.

APPENDIX F – DEMOLITION CHECKLIST

ATTACHMENT "B"

Demolition Checklist

Property Address: _____

Pre-Demolition

	Action	Initial	Date	Notes
1	Establish property management file for each parcel of private property. One (1) copy each for local and State records management			
2	Provide notice of condemnation			
3	Complete environmental and historic preservation reviews			
4	Obtain right of entry and hold harmless agreements			
5	Verify property description and ownership (i.e., tax assessment, legal description)			
6	Document property owner's insurance coverage for future recovery			
7	Notify lien holder(s) of intent to demolish as needed			
8	Conduct building inspection as needed			
9	Conduct public health inspection as needed			
10	Conduct fire inspection as needed			
11	Provide public notification of condemnation/demolition			
12	Verify personal property removal			

Demolition

13	Verify structure is unoccupied			
14	Cap well, water, sewer, and septic lines. Disconnect electrical service. Remove propane tanks.			
15	Mark easements and underground utilities			
16	Identify/remove/dispose of asbestos, lead-based paint and other hazardous materials per State environmental agency/EPA requirements			
17	Identify/remove/dispose of all HHW per State environmental agency/EPA requirements			
18	Record GPS coordinates. Photograph site before and after demolition.			
19	Document actual demolition and removal of debris			

Complete documentation is compiled within the project file for each individual structure/property.

I, the authorized applicant official, certify that all processes and documentation referred to in this checklist are complete (except Item 19) prior to the demolition of the referenced structure.

Name (Print) Title Signature Date

APPENDIX G – FEMA POLICIES AND FACT SHEETS

- ***FEMA DAP9523.4 – Demolition of Private Structures***
- ***FEMA DAP9523.11 – Hazardous Stump Extraction and Removal Eligibility***
- ***FEMA RP9523.12 – Debris Operations - Hand-Loaded Trucks and Trailers***
- ***FEMA DAP9523.13 – Debris Removal from Private Property***
- ***FEMA RP9524.3 – Policy for Rehabilitation Assistance for Levees and Other Flood Control Works - Decision Tree***
- ***FEMA RP9525.7 – Labor Costs – Emergency Work***
- ***FEMA RP9580.4 – Fact Sheet: Debris Operations – Clarification: Emergency Contracting vs. Emergency Work***
- ***FEMA RP9580.201 – Fact Sheet: Debris Removal – Applicant's Contracting Checklist***
- ***FEMA RP9580.202 – Fact Sheet: Debris Removal – Authorities of Federal Agencies***
- ***FEMA DAP9580.203 – Fact Sheet: Debris Monitoring***

FEMA
DISASTER ASSISTANCE POLICY

DAP9523.4

I. TITLE: Demolition of Private Structures

II. DATE: JUL 18 2007

III. PURPOSE:

This policy provides guidance in determining the eligibility of demolition of private structures under the Federal Emergency Management Agency's (FEMA) Public Assistance Program.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters declared on or after the date of publication of this policy. It is intended for FEMA personnel involved in the administration of the Public Assistance Program.

V. AUTHORITY:

Section 403(a)(3)(E) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5170b, 42 U.S.C. 5172, 44 CFR 206.225, and 44 CFR 206.226.

VI. BACKGROUND:

A. Section 403 of the Stafford Act, 42 U.S.C. 5170b, provides FEMA authority to provide assistance essential to meeting immediate threats to life and property resulting from a major disaster. Specifically, Section 403(a)(3)(E) provides FEMA authority to fund the demolition of unsafe structures which endanger the public on public and private property (44 CFR 206.225). Eligible Public Assistance applicants may be eligible for Public Assistance grant funding under Section 403 of the Stafford Act under the conditions of this policy.

B. The demolition of unsafe structures owned by eligible public and private nonprofit (PNP) applicants may be eligible for Public Assistance grant funding under Section 406 of the Stafford Act, which funds the repair, restoration, reconstruction, or replacement of eligible facilities (44 CFR 206.226).

VII. POLICY:

A. Definitions.

1. Demolition: The act or process of reducing a structure, as defined by State or local code, to a collapsed state.

2. Demolition debris: Materials including building materials and personal effects that are deposited as a result of the demolition process.

3. Legal responsibility: A statute, formally adopted local code, or ordinance that gives local government officials the responsibility to enter private property to demolish unsafe structures or to perform work to remove an immediate threat (44 CFR 206.223(a)(3), 44 CFR 206.221(c), and 44 CFR 206.225(a)(3)).

4. Unsafe structure: A structure found to be dangerous to the life, health or safety of the public because such structure is so damaged or structurally unsafe as a direct result of the declared disaster that partial or complete collapse is imminent.

B. Duplication of Benefits (44 CFR 206.191). FEMA is prohibited by Section 312 of the Stafford Act from approving funds for work that is covered by any other source of funding. Therefore, State and local governments must take reasonable steps to prevent such an occurrence, and verify that insurance coverage or any other source of funding does not exist for the demolition of private structures.

1. When demolition of private structures is covered by an insurance policy, the insurance proceeds must be used as the first source of funding. Public Assistance grant funding may be used to pay for the remainder of the demolition costs.

2. If it is discovered that a duplication of benefits from any other source of funding has occurred, FEMA will de-obligate funds from the Grantee in the amount that such assistance duplicates funding the property owners received from other sources.

C. Eligibility of Demolition of Private Structures.

1. Demolition of privately owned structures and subsequent removal of demolition debris may be eligible for Public Assistance grant funding under Section 403 of the Stafford Act when the following conditions are met:

a. The structures were damaged and made unsafe by the declared disaster, and are located in the area of the declared disaster (44 CFR 206.223(a)(1) and (2)).

b. The State or local government applicant certifies that the structures are determined to be unsafe and pose an immediate threat to the public (44 CFR 206.225(a)). The Public Assistance applicant provides a detailed explanation documenting its legal responsibility to enter private property to demolish an unsafe structure, and confirms that all legal processes and permission requirements (e.g., rights-of-entry) for such action have been satisfied. The Public Assistance Group Supervisor must concur that the demolition of unsafe structures and removal of demolition debris are in the public interest. FEMA will consider alternative measures to eliminate threats to life, public health, and safety posed by disaster-damaged unsafe structures, including fencing off unsafe structures and restricting public access, when evaluating requests for demolition.

i. The eligible applicant must demonstrate the legal basis as established by law, ordinance, or code upon which it exercised or intends to exercise its responsibility following a major disaster to demolish unsafe private structures (44 CFR 206.223(a)(3)). Codes and ordinances must be germane to the structural condition representing an immediate threat to life, public health, and safety, and not merely define the local government's uniform level of services.

States and local governments ordinarily rely on condemnation and/or nuisance abatement authorities to obtain legal responsibility prior to the commencement of demolition of private structures. There may be circumstances, however, where the State or local government determines that ordinary condemnation and/or nuisance abatement procedures are too time-consuming to address an immediate public health and safety threat. In such circumstances, applicants may not have to precisely follow their nuisance abatement procedures or other ordinances that would prevent the State or local government from taking emergency protective measures to protect public health and safety (44 CFR 206.225(a)).

ii. The applicant's legal responsibility to take action where there is an immediate threat to life, public health, and safety should be independent of any expectation, or request, that FEMA will reimburse costs incurred for demolition of private structures and the removal of demolition debris from private property. In addition, an applicant's legal responsibility is not established solely by an applicant obtaining signed rights-of-entry and hold harmless agreements from property owners.

c. The State or local government confirms that a legally authorized official has ordered the exercise of public emergency powers or other appropriate authority to enter onto

private property in order to remove/reduce threats to life, public health, and safety threat via demolition of unsafe structures and removal of demolition debris (44 CFR 206.223).

d. The State or local government indemnifies the Federal government and its employees, agents, and contractors from any claims arising from the demolition of unsafe private structures and removal of demolition debris from private property (44 CFR 206.9).

e. The work is completed within the completion deadlines outlined in 44 CFR 206.204 for emergency work.

2. Eligible costs associated with the demolition of private structures may include, but are not limited to:

a. capping wells;

b. pumping and capping septic tanks;

c. filling in basements and swimming pools;

d. testing and removing hazardous materials from unsafe structures, including asbestos and household hazardous wastes;

e. securing utilities (electric, phone, water, sewer, etc.);

f. securing permits, licenses, and title searches. Fees for permits, licenses, and titles issued directly by the applicant are not eligible unless it can be demonstrated that the fees are above and beyond administrative costs; and

g. demolition of disaster-damaged outbuildings such as garages, sheds, and workshops determined to be unsafe.

3. Ineligible costs associated with the demolition of private structures may include:

a. removal of slabs or foundations, except in very unusual circumstances, such as when disaster-related erosion under slabs on a hillside causes an immediate public health and safety threat;

b. removal of pads and driveways;

4. Structures condemned as safety hazards before the disaster are not eligible for demolition and subsequent demolition debris removal under Public Assistance grant authority.

5. Individuals and private organizations (except for eligible PNPs) will not be reimbursed for demolition activities on their own properties under the Public Assistance Program (44 CFR 206.224(c)).

6. The removal of substantially damaged structures and associated appurtenances acquired through a Section 404 FEMA Hazard Mitigation Grant Program buyout and relocation project may be eligible for Public Assistance grant funding under Section 407 of the Stafford Act. Such removal must be completed within two years of the declaration date, unless extended by the Assistant Administrator of the Disaster Assistance Directorate (44 CFR 206.224(a)(4)).

D. Demolition of Commercial Structures. The demolition of commercial structures is generally ineligible for Public Assistance grant funding. It is assumed and expected that these commercial enterprises retain insurance that can and will cover the cost of demolition. However, in some cases as determined by the FCO, the demolition of commercial structures by a State or local government may be eligible for FEMA reimbursement only when such removal is in the public interest (44 CFR 206.224(a) and (b)).

Apartments, condominiums, and mobile homes in commercial trailer parks are generally considered commercial structures with respect to Public Assistance funding.

E. Environmental and Historic Review Requirements. Eligible demolition activities must satisfy environmental and historic preservation compliance review requirements as established by 44 CFR Parts 9 and 10, the National Historic Preservation Act, the Endangered Species Act, and all other applicable legal requirements.

FEMA
DISASTER ASSISTANCE POLICY

DAP9523.4

VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division).

IX. SUPERSESSION: This policy supersedes Recovery Policy 9523.4 dated November 9, 1999, and all previous guidance on this subject.

X. REVIEW DATE: Three years from date of publication.

Carlos J. Castillo
Assistant Administrator
Disaster Assistance Directorate

DAP9523.11

FEMA
DISASTER ASSISTANCE POLICY

I. TITLE: Hazardous Stump Extraction and Removal Eligibility

II. DATE: MAY 15 2007

III. PURPOSE:

Establish criteria used to reimburse applicants for removing eligible hazardous stumps from public or, where authorized, private property.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all personnel involved in the administration and execution of the Public Assistance Program, including applicants.

V. AUTHORITY:

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

VI. BACKGROUND:

Public Assistance regulations authorize reimbursement for the removal of debris from public and private land when it is in the public interest. Such removal is in the public interest when it is necessary to: eliminate immediate threats to life, public health and safety, or eliminate immediate threats of significant damage to improved public or private property; or to ensure economic recovery of the affected community to the benefit of the community at large. Trees that are uprooted during a disaster event such that all or part of their roots are exposed may pose an immediate threat to public health and safety.

VII. POLICY:

A. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to remove, transport, dispose, and provide fill for the root cavity of an eligible uprooted tree or stump. The Federal Emergency Management Agency (FEMA) will reimburse applicants reasonable costs for this type of work only when uprooted stumps are more than 24 inches in diameter (measured two feet from the ground), with the consensus of the Applicant and the State, and is approved in

advance by FEMA, using the attached Hazardous Stump Worksheet.

1. If it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the applicant must submit documentation, to FEMA including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.

2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.

3. FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractors did not extract them from public property or property of eligible Private Non Profit organization). In such instances, applicants do not incur additional cost to remove these stumps because the same equipment that is used to pick up "regular" debris can be used to pick-up these stumps.

4. If an applicant incurs additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to FEMA in advance for consideration.

5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level and the cut portion included with regular vegetative debris.

6. Straightening or bracing of trees is eligible for reimbursement if it is less costly than removal and disposal. Applicant must provide a cost analysis showing cost effectiveness.

VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division)

IX. SUPERSESSION: This policy supersedes Recovery Policy Number 9523.11, Hazard Stump Removal and Extraction Eligibility dated May 6, 2006.

X. REVIEW DATE: Three years from the date of publication.

David Garratt
Acting Assistant Administrator
Disaster Assistance Directorate

Hazardous Stump Worksheet

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative (if available) _____ Signature: _____

State Representative (if available):_____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No	CY	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31”

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

FEMA
RECOVERY POLICY - RP9523.12

I. TITLE: **Debris Operations – Hand-Loaded Trucks and Trailers**

II. DATE: May 1, 2006

III. PURPOSE:

To describe the criteria the Federal Emergency Management Agency (FEMA) will use to reimburse applicants for eligible debris removal accomplished with trucks and trailers loaded physically by hand, rather than with mechanical equipment.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all personnel involved in the administration and execution of the Public Assistance Program, including applicants.

V. AUTHORITY:

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

VI. BACKGROUND:

A. Debris removal companies under contract with local governments have frequently supplemented their vegetative debris removal operations by hiring subcontractors who modify their trucks and trailers by extending sidewalls with plywood or other materials to increase the vehicle's load capacity. Because of the tenuous nature of these improvements, operators typically load these vehicles physically by hand. The inefficiencies associated with loading these trucks or trailers by hand, instead of using mechanical equipment, effectively negates the increased capacity advantages of these vehicles. Hand loading cannot achieve compaction levels comparable to mechanically loaded vehicles. Further, the unit cost for transporting debris is based on mechanical loading of trailers and trucks.

B. FEMA performed studies throughout the State of Florida following the four devastating hurricanes in 2004 and determined that a mechanically-loaded vehicle had a weight-to-volume ratio at least twice that of hand-loaded vehicles. In other words, vehicles of the same measured capacity that were loaded by mechanical equipment and reasonably compacted carried at least

FEMA
RECOVERY POLICY - RP9523.12

twice the volume of debris as those loaded physically by hand. FEMA has therefore determined it is not reasonable to reimburse applicants - for hand-loaded vehicles and mechanically loaded vehicles – at the same rate.

VII. POLICY:

A. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load by 50% because of the low compaction achieved by hand-loading. For example, if a 40 cubic-yard (CY) hand-loaded truck or trailer arrives at a debris management or disposal site, and it appears to be 100 percent full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY {(40 CY / 2) * 100%}. In the same manner, if the truck or trailer appears half full, the load will be recorded as 10 CY {(40 CY / 2) * 50%}. The maximum amount recorded for a hand-loaded vehicle will be 50% of its measured capacity.

B. FEMA will reimburse applicants on the basis of capacities calculated in VII-A.

VIII. ORIGINATING OFFICE: Recovery Division (Public Assistance Branch)

IX. SUPERSESSION: Not applicable.

X REVIEW DATE: Three years from the date of publication.

David Garratt
Acting Director of Recovery
Federal Emergency Management Agency

FEMA

DAP9523.13

DISASTER ASSISTANCE POLICY

I. TITLE: Debris Removal from Private Property

II. DATE: JUL 18 2007

III. PURPOSE:

This policy describes the criteria that the Federal Emergency Management Agency (FEMA) will use to evaluate the eligibility of debris removal work from private property under the Public Assistance Program.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication of this policy. It is intended for FEMA personnel involved in the administration of the Public Assistance Program.

V. AUTHORITY:

Sections 403(a)(3)(A), 407, and 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5170b, 42 U.S.C. 5173, 42 U.S.C. 5192, and 44 CFR 206.224.

VI. BACKGROUND:

A. Sections 403(a)(3)(A) and 407 of the Stafford Act, 42 U.S.C. 5170b and 5173, respectively, provide FEMA authority to fund debris removal from private property provided that the State or local government arranges an unconditional authorization for removal of the debris, and agrees to indemnify the Federal government against any claim arising from the removal.

B. The regulations implementing Sections 403 and 407 of the Stafford Act at 44 CFR 206.224 establish the requirement that debris removal be in the "public interest" in order to be eligible for reimbursement. "Public interest" is defined as being necessary to:

1. eliminate immediate threats to life, public health, and safety; or

2. eliminate immediate threats of significant damage to improved public or private property; or

3. ensure economic recovery of the affected community to the benefit of the community-at-large.

C. Generally, debris removal from private property following a disaster is the responsibility of the property owner. However, large-scale disasters may deposit enormous quantities of debris on private property over a large area resulting in widespread immediate threats to the public-at-large. In these cases, the State or local government may need to enter private property to remove debris to: eliminate immediate threats to life, public health, and safety; eliminate immediate threats of significant damage to improved property; or ensure economic recovery of the affected community to the benefit of the community-at-large. In these situations, debris removal from private property may be considered to be in the public interest and thus may be eligible for reimbursement under the Public Assistance Program (44 CFR 206.224).

VII. POLICY:

A. Definitions.

1. Disaster-generated debris: Any material, including trees, branches, personal property and building material on public or private property that is directly deposited by the disaster.

2. Improved property: Any structure, facility, or equipment that was built, constructed, or manufactured. Examples include houses, sheds, car ports, pools, and gazebos. Land used for agricultural purposes is not improved property (44 CFR 206.221(d)).

3. Legal responsibility: A statute, formally adopted State or local code, or ordinance that gives local government officials responsibility to enter private property to remove debris or to perform work to remove an immediate threat (44 CFR 206.223(a)(3), 44 CFR 206.221(c), and 44 CFR 206.225(a)(3)).

4. Private property: Land and structures, to include contents within the structures, built on land that is owned by non-governmental entities (44 CFR 206.224(b)).

5. Private road: Any non-public road for which a subdivision of the State is not legally responsible to maintain. Private roads include roads owned and maintained by homeowners associations, including gated communities, and roads for which no entity has claimed responsibility. Local police, fire, and emergency medical entities may use these roads to provide services to the community (44 CFR 206.224(b)).

B. Approval for FEMA Assistance. FEMA will work with states affected by a disaster to designate those areas where the debris is so widespread that removal of the debris from private property is in the "public interest" pursuant to 44 CFR 206.224, and thus is eligible for FEMA Public Assistance reimbursement on a case-by-case basis.

1. Any State or local government that intends to seek reimbursement to remove debris from private property within a designated area will, prior to commencement of work, submit a written request for reimbursement to, and receive approval from, the Federal Coordinating Officer (FCO). The written request will include the following information:

a. Public Interest Determination (44 CFR 206.224(a)):

i. Immediate Threat to Life, Public Health, and Safety Determination. The basis of a determination by the State, county or municipal government's public health authority or other public entity that has legal authority to make such a determination that disaster-generated debris on private property in the designated area constitutes an immediate threat to life, public health, and safety; or

ii. Immediate Threat to Improved Property Determination. The basis of the determination by the State, county, or municipal government that the removal of disaster-generated debris is cost effective. The cost to remove the debris should be less than the cost of potential damage to the improved property in order for the debris removal to be eligible; or

iii. Ensure Economic Recovery of the Affected Community to the Benefit of the Community at Large Determination. The basis of the determination by the State, county, or municipal government that the removal of debris from commercial properties will expedite economic recovery of the community-at-large. Generally, commercial enterprises are not eligible for debris removal.

b. Documentation of Legal Responsibility (44 CFR 206.223(a)(3)).

A detailed explanation documenting the requesting State or local government's authority and legal responsibility at the time of disaster to enter private property to remove debris, and confirmation that all legal processes and permission requirements (e.g., right-of-entry) for such action have been satisfied.

i. The eligible applicant requesting assistance must demonstrate the legal basis as established by law, ordinance, or code upon which it exercised or intends to exercise its responsibility following a major disaster to remove disaster-related debris from private property. Codes and ordinances must be germane to the condition representing an immediate

threat to life, public health, and safety, and not merely define the applicant's uniform level of services. Typically, solid waste disposal ordinances are considered part of an applicant's uniform level of services.

States and local governments ordinarily rely on condemnation and/or nuisance abatement authorities to obtain legal responsibility prior to the commencement of debris removal work. There may be circumstances, however, where the State or local government determines that ordinary condemnation and/or nuisance abatement procedures are too time-consuming to address an immediate public health and safety threat. In such circumstances, applicants do not have to precisely follow their nuisance abatement procedures or other ordinances that would prevent the State or local government from taking emergency protective measures to protect public health and safety (44 CFR 206.225(a)).

ii. The applicant's legal responsibility to take action where there is an immediate threat to life, public health, and safety must be independent of any expectation, or request, that FEMA will reimburse costs incurred for private property debris removal. In addition, legal responsibility is not established solely by an applicant obtaining signed rights-of-entry and hold harmless agreements from property owners.

c. Authorization for Debris Removal from Private Property (44 CFR 206.223(a)(3)). Confirmation that a legally-authorized official of the requesting applicant has ordered the exercise of public emergency powers or other appropriate authority to enter onto private property in the designated area in order to remove/reduce threats to life, public health, and safety threat via debris removal.

d. Indemnification (44 CFR 206.9). The requesting entity indemnifies the Federal government and its employees, agents, and contractors from any claims arising from the removal of debris from private property.

2. The FCO will approve or disapprove in writing each written request submitted by the State or local government for FEMA to designate areas eligible for private property debris removal. After receiving approval from the FCO, the State or local government may begin identifying properties and the specific scope of work for private property debris removal activities and apply for supplemental assistance through the Public Assistance Program.

C. Duplication of Benefits (44 CFR 206.191). FEMA is prohibited by Section 312 of the Stafford Act from approving funds for work that is covered by any other source of funding. Therefore, State and local governments must take reasonable steps to prevent such an occurrence, and verify that insurance coverage or any other source of funding does not exist for the debris removal work accomplished on each piece of private property.

1. When debris removal from private property is covered by an insurance policy, the insurance proceeds must be used as the first source of funding. Public Assistance grant funding may be used to pay for the remainder of the costs of debris removal from private property.

2. If FEMA discovers that a duplication of benefits from any other source of funding has occurred, FEMA will de-obligate funds from the Grantee in the amount that such assistance duplicates funding that the property owners received from other sources.

D. Eligibility of Debris Removal Work from Private Property (44 CFR 206.224(b)).

1. Eligible debris removal work from private property includes removal of:

a. Large piles of disaster-generated debris in the living, recreational, and working areas of properties in urban, suburban, and rural areas, including large lots.

b. Disaster-generated debris obstructing primary ingress and egress routes to improved property.

c. Disaster-damaged limbs and leaning trees in danger of falling on improved property, primary ingress or egress routes, or public rights-of-way.

i. Hazardous tree removal is eligible only if the tree is greater than six inches in diameter (measured at diameter breast height) and meets any of the following criterion: more than 50% of the crown is damaged or destroyed; the trunk is split or broken branches expose the heartwood; or the tree is leaning at an angle greater than 30 degrees and shows evidence of ground disturbance.

ii. Hazardous limb removal is eligible only if the limb is greater than two inches in diameter measured at the point of break.

d. Debris created by the removal of disaster-damaged interior and exterior materials from improved property.

e. Household hazardous wastes (such as household cleaning supplies, insecticides, herbicides, etc.)

f. Disaster-generated debris on private roads, including debris originating from private property and placed at the curb of public or private rights-of-way, provided that the

removal of the debris is the legal responsibility of an eligible applicant, on the basis of removing an immediate threat to life, public health, and safety.

2. Ineligible debris removal work on private property includes the removal of:

a. Debris from vacant lots, forests, heavily wooded areas, unimproved property, and unused areas.

b. Debris on agricultural lands used for crops or livestock.

c. Concrete slabs or foundations-on-grade.

d. Reconstruction debris consisting of materials used in the reconstruction of disaster-damaged improved property.

E. Debris Removal from Commercial Property. The removal of debris from commercial property is generally ineligible for Public Assistance grant funding. It is assumed and expected that these commercial enterprises retain insurance that can and will cover the cost of debris removal. However, in some cases as determined by the FCO, the removal of debris from private commercial property by a State or local government may be eligible for FEMA reimbursement only when such removal is in the public interest (44 CFR 206.224(a) and (b)).

Industrial parks, golf courses, commercial cemeteries, apartments, condominiums, and mobile homes in commercial trailer parks are generally considered commercial property with respect to Public Assistance funding.

F. Environmental and Historic Review Requirements. Eligible debris removal activities on private property must satisfy environmental and historic preservation compliance review requirements as established by 44 CFR Parts 9 and 10, the National Historic Preservation Act, the Endangered Species Act, and all other applicable legal requirements.

FEMA
DISASTER ASSISTANCE POLICY

DAP9523.13

VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division)

IX. SUPERSESSION: This policy supersedes Recovery Policies 9523.13 and 9523.14, dated October 23, 2005, and all previous guidance on this subject.

X. REVIEW DATE: Three years from date of publication.

Carlos J. Castillo
Assistant Administrator
Disaster Assistance Directorate

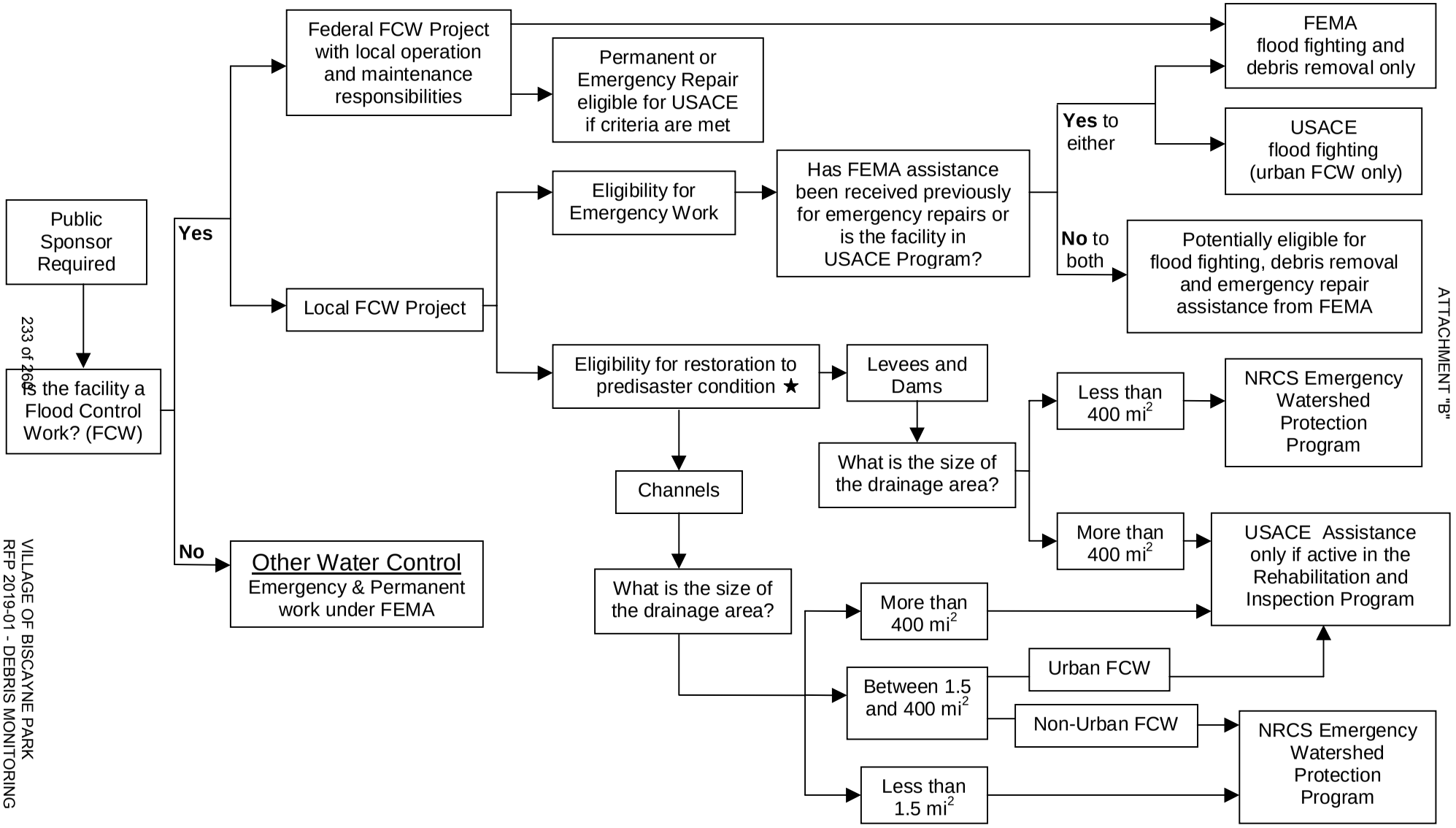
Federal Emergency Management Agency

US Army Corps of Engineers

USDA NRCS Natural Resource Conservation Service

Flood Control Works

Eligibility for Federal Assistance in Presidentially Declared Disasters



Contact the appropriate agency on the reverse side

★ No FEMA assistance in this category

March 1998

233 of 268
ATTACHMENT "B"
VILLAGE OF BISCAYNE PARK
RFP 2019-01 - DEBRIS MONITORING

FEMA
RECOVERY POLICY – RP9525.7

I. TITLE: Labor Costs - Emergency Work

II. DATE: November 16, 2006

III. PURPOSE:

Provide guidance on the eligibility of labor costs for an applicant's permanent, temporary, and contract employees who perform emergency work under Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5121-5206, as amended.

IV. SCOPE AND AUDIENCE:

This policy applies to all emergencies, major disasters, and fire management assistance declarations, declared on or after the publication date of this document.

V. AUTHORITY:

Sections 403, 407, 420 and 502 of the Stafford Act and 44 Code of Federal Regulations (CFR) §204.42, §206.224 and §206.225.

VI. BACKGROUND:

A. On October 14, 1993, FEMA published a regulation that made the force account labor straight-time salary for work under Section 403 and 407 ineligible under the Public Assistance Program. The 1993 regulation did not include emergency work accomplished under Section 502 (Federal Emergency Assistance) of the Stafford Act. The ineligibility of straight-time salaries for emergency work under Section 502 is included as a provision of the FEMA-State Agreement.

B. Labor (straight-time, overtime, and fringe benefits to the extent the benefits were being paid before the disaster) performed under Section 406 (permanent work) of the Stafford Act remains eligible for reimbursement.

VII. POLICY:

A. Under Sections 403, 407, and 502 of the Stafford Act, eligible emergency work labor costs are those costs incurred by an eligible applicant while performing eligible work. The cost of straight-time salaries and benefits of an applicant's permanently employed personnel is not eligible in calculating the cost of eligible emergency work. The FEMA-State Agreement will

stipulate the ineligibility of straight-time salaries and benefits of an applicant's permanently employed personnel performing emergency work (Categories A and B). For the purpose of this policy, "permanently employed personnel" will refer to those employees whose positions are already included in the applicant's budget.

B. Fixed-term employees, such as seasonally employed personnel, when covered under existing budgets and used for a disaster during the season of employment, are considered permanently employed for the purpose of cost eligibility.

C. Straight-time and overtime will be determined in accordance with the applicant's pre-disaster policies, which should be applied consistently in both disaster and non-disaster situations. For example, one applicant may define labor exceeding 8 hours a day as overtime, while another might define labor exceeding 40 hours a week as overtime. However, all costs, including premium pay, must be reasonable and equitable for the type of work being performed.

D. The actual costs of salaries and benefits for individuals sent home or told not to report due to emergency conditions are not eligible for reimbursement. Extraordinary costs for essential employees who are called back to duty during administrative leave to perform disaster-related emergency work are eligible if the costs were provided for in written policy prior to the disaster.

E. The costs for contract labor, mutual aid in accordance with an existing agreement, or temporary hires needed to accomplish emergency work are eligible for reimbursement. However, straight-time salary and benefits of force account labor overseeing contractors performing emergency work are not eligible in calculating the cost of eligible emergency work.

F. The reimbursement of force account or temporary labor to backfill regular staff who are performing eligible emergency work may be eligible. Backfill cost is defined as the straight-time salary and benefits and overtime of replacement personnel who perform the regular duties of other personnel while they are performing eligible emergency work under the Public Assistance Program. There are several circumstances which affect the eligibility of the backfill employee.

1. If the backfill employee is a contract or extra hire, the cost of this extra person represents an extra cost to the applicant. Regular and overtime are eligible. If the employee is permanently employed, straight time is not eligible. Only overtime costs are eligible.

2. The cost of straight-time salaries and benefits of an applicant's permanently employed personnel, of any department, regardless of any inter-departmental agreements, are not eligible.

3. If the backfill employee is a regular employee who is called in on his/her day off (weekend or other off day), there may be an extra cost to the applicant. Regular and overtime costs may be eligible.

4. If the backfill employee is called in from scheduled leave, there should be no extra cost as the leave can be rescheduled. Only the overtime is eligible.

5. Generally, exempt employees (i.e. those who are exempt from minimum wage and overtime provisions of the Fair Labor Standards Act) are not eligible for overtime, unless specified in an applicant's pre-disaster policy.

G. Permanent employees who are funded from an external source (e.g., by a grant from a Federal agency, statutorily dedicated funds, rate-payers, etc.) to work on specific non-disaster tasks may be paid for emergency work. However, the FEMA Region is to consult with FEMA headquarters before approving payment.

H. Reimbursement of labor costs for employees performing emergency work is limited to actual time worked, even when the applicant is contractually obligated to pay for 24 hour shifts. It is not reasonable for a person to work more than 48 hours continuously without an extended rest period. Therefore, FEMA will reimburse up to 24 hours for each of the first two days, and up to 16 hours for each of the following days for emergency work. All requested hours must be for actual time worked. Standby time is not eligible under the Public Assistance Program or Fire Management Assistance Grant Program. Pre-positioning under the Fire Management Assistance Grant Program is eligible if the resources were actually used to suppress a declared fire.

I. The value of volunteers accomplishing eligible emergency work can be credited toward the non-Federal cost share of the applicant's emergency work in accordance with Donated Resources Policy #9525.2.

FEMA
RECOVERY POLICY – RP9525.7

VIII. ORIGINATING OFFICE: Recovery Division (Public Assistance Branch).

IX. SUPERSESSION: This policy updates and replaces all relevant provisions of previous Public Assistance policy documents or guidance on this subject.

X. REVIEW DATE: Three years from date of publication.

John R. D'Araujo, Jr.
Director of Recovery

FEMA 9580.4
January 19, 2001

PUBLIC ASSISTANCE PROGRAM

FACT SHEET
DEBRIS OPERATIONS - CLARIFICATION
EMERGENCY CONTRACTING VS. EMERGENCY WORK

SUMMARY: Contracting for debris operations, even though it is "emergency work" in FEMA operations, does not necessarily mean the contracts can be awarded without competitive bidding. Applicants should comply with State laws and regulations, but should be aware that non-competitive contracting is acceptable ONLY in rare circumstances where there can be no delay in meeting a requirement. In general, contracting for debris work requires competitive bidding. The definition of "emergency" in contracting procedures is not the same as FEMA's definition of "emergency work".

DISCUSSION: There appears to be some confusion regarding the awarding of some contracts, especially for debris, without competitive bidding. The reason cited for such actions is that the contract is for emergency work, and competitive bidding is not required.

Part 13 of 44 CFR is entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments". These requirements apply to all grants and subgrants to governments, except where inconsistent with Federal statutes or regulations authorized in accordance with the exception provisions of Section 13.6. In essence, these regulations apply to all Federal grants awarded to State, tribal and local governments.

Non-competitive proposals awarded under emergency requirements are addressed as follows:

"Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one of the following circumstances applies:

(A) …….

(B) The public exigency or emergency of the requirement will not permit a delay resulting from competitive solicitation." (44 CFR Part 13.36(d)(4)(1)(B))."

Staff of the Office of General Counsel and the Office of the Inspector General have expressed concern that contracts are being awarded under this section without an understanding of the requirement. Simply stated, non-competitive contracts can be awarded only if the emergency is such that the contract award **cannot be delayed by the amount of time required to obtain competitive bidding**.

FEMA's division of disaster work into "emergency" and "permanent" is generally based on the period of time during which the work is to be performed, and not on the urgency of that work. Therefore, the award of non-competitive contracts cannot be justified on the basis of "emergency work", as defined by FEMA.

In some situations, such as clearing road for emergency access (moving debris off the driving surface to the shoulders or rights-of-way), or removal of debris at a specific site, awarding a non-competitive contract for site-specific work may be warranted; however, normally, non-competitive bid awards should not be made several days (or weeks) after the disaster or for long-term debris removal. Obviously, the latter situations do not address a public exigency or emergency which "will not permit a delay resulting from competitive solicitation".

Regarding competitive solicitations, applicants can use an expedited process for obtaining competitive bids. In the past, applicants have developed a scope-of-work, identified contractors that can do the work, made telephone invitations for bids, and received excellent competitive bids. Again, applicants must comply with State and local bidding requirements.

Please remind applicants that no contractor has the authority to make determinations as to eligibility, determinations of acceptable emergency contracting procedures, or definitions of emergency work. Such determinations are to be made by FEMA.

FEMA

RECOVERY DIVISION

FACT SHEET

RP9580.201

DEBRIS REMOVAL

APPLICANT'S CONTRACTING CHECKLIST

Overview

To be eligible for reimbursement under the Public Assistance Program, contracts for debris removal must meet rules for Federal grants, as provided for in 44 CFR Part 13.36 *Procurement* (http://www.access.gpo.gov/nara/cfr/waisidx_04/44cfr13_04.html). Public Assistance applicants should comply with their own procurement procedures in accordance with applicable State and local laws and regulations, provided that they conform to applicable Federal laws and standards identified in Part 13. The following guidance is provided to assist Public Assistance applicants in the procurement process.

Contracting Process Checklist

- ☐ Use competitive bidding procedures. Complete and document a cost analysis to demonstrate price reasonableness on any contract or contract modification where adequate price competition is lacking, as detailed in 44 CFR 13.36(f).
- ☐ Provide a clear and definitive scope of work and monitoring requirements in the request for proposals/bids. Use acceptable emergency contracting procedures that include an expedited competitive bid process only if time does not allow for more stringent procedures.
- ☐ Require bidders to provide copies of references, licenses, financial records, and proof of insurance and bonding.
- ☐ Obtain review from your legal representative of your procurement process and any contract to be awarded to ensure they are in compliance with all Federal, State, and local requirements.
- ☐ Document procedures used to obtain/award contracts (procurement information, bid requests and tabulations, etc).
- ☐ Use load ticket requirement to record with specificity (e.g., street address) where debris is picked up and the amount picked up, hauled, reduced and disposed of.

FEMA will, when requested by applicants, assist in the review of debris removal contracts. However, such a review does not constitute approval.

FEMA

RECOVERY DIVISION

FACT SHEET

RP9580.201

DEBRIS REMOVAL

APPLICANT'S CONTRACTING CHECKLIST

Contract Provisions Checklist

All contracts must contain/reflect the following provisions:

- ☐ All payment provisions must be based on unit prices.
- ☐ No payments may be based on time and material costs unless limited to work performed during the first 70 hours of actual work following a disaster event.
- ☐ That payment will be made only for debris that FEMA determines eligible, referencing FEMA regulations and Public Assistance guides and fact sheets. (This is an optional provision to protect the applicant, and is used only following a major disaster declaration.)
- ☐ An invoice provision requiring contractors to submit invoices regularly and for no more than 30-day periods.
- ☐ A "Termination for Convenience" clause allowing contract termination at any time for any reason.
- ☐ A reasonable limit on the period of performance for the work to be done.
- ☐ A subcontract plan including a clear description of the percentage of the work the contractor may subcontract out and limiting use of subcontractors to only those you approve.
- ☐ The preference that the contractor use mechanical equipment to load and reasonably compact debris into the trucks and trailers.
- ☐ The requirement that the contractor provide a safe working environment, including properly constructed monitoring towers.
- ☐ Option of a unit price for extracting from ground and removing FEMA-eligible stumps (only for stumps with diameters larger than 24 inches, measured 24 inches above the ground, and with 50% or more of the root ball exposed), or including all stumps in the unit price.

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RECOVERY DIVISION

FACT SHEET

RP9580.201

DEBRIS REMOVAL

APPLICANT'S CONTRACTING CHECKLIST

Contract Provisions Checklist - Continued

All contracts must contain/reflect the following provisions:

- ☐ Requirement that all contract amendments and modifications be in writing.
- ☐ Requirement that contractor obtain adequate payment and performance bonds and insurance coverage.

Pre-Disaster and Stand-By Contracts Checklist

- ☐ It is recommended that you pre-qualify contractors prior to an event and solicit bid prices from this list of contractors once an event has occurred.
- ☐ The solicitation for pre-qualifying contractors must adequately define in the proposed scope of work all the potential types of debris, typical haul distances, and size of events for which a contract may be activated.
- ☐ To ensure reasonable debris removal costs, award debris removal contracts based on unit prices (volume or weight).
- ☐ If the contract is awarded on a time and material basis, it should be limited to no more than 70 hours of actual clearance and removal operations.
- ☐ After the initial 70-hour period, payment should be on a unit price basis (volume or weight).

FEMA

RECOVERY DIVISION

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DEBRIS REMOVAL

APPLICANT'S CONTRACTING CHECKLIST

Avoidance Checklist

- ☐ **DO NOT**: Award a debris removal contract on a sole-source basis.
- ☐ **DO NOT**: Sign a contract (including one provided by a contractor) until it has been thoroughly reviewed by your legal representative.
- ☐ **DO NOT**: Allow any contractor to make eligibility determinations, since only FEMA has that authority.
- ☐ **DO NOT**: Accept any contractor's claim that it is "FEMA certified." FEMA does not certify, credential, or recommend debris contractors.
- ☐ **DO NOT**: Award a contract to develop and manage debris processing sites unless you know it is necessary, and have contacted the State for technical assistance concerning the need for such operations. Temporary debris storage and reduction sites are not always necessary.
- ☐ **DO NOT**: Allow separate line item payment for stumps 24 inches and smaller in diameter; these should be treated as normal debris.
- ☐ **DO NOT**: "Piggyback" or utilize a contract awarded by another entity. Piggybacking may be legal under applicable state law; however, the use of such a contract may jeopardize FEMA funding.
- ☐ **DO NOT**: Award pre-disaster/stand-by contracts with mobilization costs or unit costs that are significantly higher than what they would be if the contract were awarded post-disaster. Such contracts should have variable mobilization costs depending upon the size of the debris work that may be encountered.

FEMA RECOVERY DIVISION

FACT SHEET 9580.202

DEBRIS REMOVAL
AUTHORITIES OF FEDERAL AGENCIES

Overview

This fact sheet identifies and describes the authorities of federal departments and agencies in support of debris operations following a presidential emergency or major disaster declaration. The following nine Federal agencies and departments are invested with authorities (described in detail below) addressing various aspects of debris management.

- Department of Homeland Security
  - *Federal Emergency Management Agency*
  - *United States Coast Guard*
- Department of Defense: *U.S. Army Corps of Engineers*
- Department of Agriculture
  - *Natural Resources and Conservation Service*
  - *Farm Service Agency*
  - *Animal Plant and Health Inspection Service*
- Department of Transportation: *Federal Highway Administration*
- Department of Commerce: *National Oceanic and Atmospheric Administration*
- Environmental Protection Agency

Department of Homeland Security

Federal Emergency Management Agency (FEMA)

- FEMA is authorized in Sections 403, 407 and 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to provide assistance to eligible applicants to remove debris from public and private property following a Presidential disaster declaration, when in the public interest.

- Removal must be necessary to eliminate immediate threats to lives, public health and safety; eliminate immediate threats of significant damage to improved public or private property; or ensure

the economic recovery of the affected community to the benefit of the community-at-large. The debris must be the direct result of the disaster and located in the disaster area, and the applicant must have the legal responsibility to remove the debris.

- FEMA will (1) reimburse applicants to remove eligible debris, or (2) through a mission assignment to another Federal agency (and upon request of the State) - provide *direct Federal assistance* when it has been demonstrated that the State and local government lack the capability to perform or contract for the requested work.

- Assistance will be cost-shared (at no less than 75% Federal and 25% non-Federal). In extreme circumstances, FEMA will provide up to 100% funding for a limited period of time.

United States Coast Guard (USCG)

- Under the National Contingency Plan (NCP), the USCG and Environmental Protection Agency (EPA) are responsible for providing pre-designated Federal On-Scene Coordinators (FOSCs) to conduct emergency removals of oil and hazardous materials.

- USCG is responsible for the coastal zone, and the EPA is responsible for the inland zone. The delineation between coastal and inland zones is by mutual agreement between the USCG and the EPA, and the geographic limits are indicated in Area Contingency Plans.

- Under the Comprehensive Environmental Response, Compensation, and Liability Act, or CERCLA (also known as Superfund), and the Clean Water Act, USCG has the authority to respond to actual or potential discharges of oil and actual or potential releases of hazardous substances, pollutants and contaminants that may endanger public health or the environment.

- Response actions may include containment, stabilization, decontamination, collection (e.g., orphan drums tanks and drums), and final disposal. Debris may be mixed with, or contain, oil or hazardous materials that are subject to USCG response authorities. Oil removal is funded from the Oil Spill Liability Trust Fund, while hazardous materials removal is conducted using CERCLA funds.

- USCG, under the Ports and Waterways Safety Act (33 U.S.C. §§1221), is responsible for keeping waterways safe and open. While there is no specific language stating that the USCG is responsible for debris removal from waterways, the USCG has been tasked - in the past - to assist in waterway and marine transportation system recovery.

RECOVERY DIVISION FACT SHEET - RP9580.202

DEBRIS REMOVAL
AUTHORITIES OF FEDERAL AGENCIES

Department of Defense

United States Army Corps of Engineers (USACE)

- USACE is authorized by Section 202 of Water Resources Development Act (WRDA) of 1976 (PL 94-587) to develop projects for the collection and removal of drift and debris from publicly maintained commercial harbors, and from land and water areas immediately adjacent thereto.

- Specific and limited local programs for continuing debris collection and disposal have been authorized (on an individual basis, with the authorized work carried out at each locality as a separate, distinct project) by Congress for:

  - New York Harbor
  - Baltimore Harbor
  - Norfolk Harbor
  - Potomac and Anacostia Rivers, in the Washington, D.C. Metropolitan area
  - San Francisco Harbor/Bay, California.

- Sections 15, 19, and 20 of the River and Harbor Act of 1899, as amended, authorize USACE to remove sunken vessels or other obstructions from navigable waterways under emergency conditions. A navigable waterway is one that has been authorized by Congress, and which USACE operates and maintains for general (including commercial and recreational) navigation. Funding for operation and maintenance of these "Federal" waterways is through USACE's annual Operations and Maintenance General Appropriation. USACE's policy is to oversee removal of sunken vessels by an identifiable owner, operator or lessee if the sunken vessel is in or likely to be moved into a Federal navigation channel. USACE will remove a vessel using its emergency authorities only if the owner, operator, or lessee cannot be identified or they cannot effect removal in a timely and safe manner.

- USACE is also authorized, under Flood Control and Coastal Emergencies (PL 84-99), to provide assistance for debris removal from flood control works, i.e., structures designed and constructed to have appreciable and dependable effects in preventing damage by irregular and unusual rises in water level. Under this authority, USACE requires that an applicant, to be eligible for assistance, be an active participant in its PL 84-99 Rehabilitation and Inspection Program at the time of the disaster.

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DEBRIS REMOVAL
AUTHORITIES OF FEDERAL AGENCIES

United States Department of Agriculture

Natural Resources Conservation Service (NRCS)

- NRCS' Emergency Watershed Protection Program (EWP) is authorized by Section 216 of the Flood Control Act of 1950, PL 81–516, 33 U.S.C. 701b–1; and Section 403 of the Agricultural Credit Act of 1978, PL 95–334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, PL 104–127, 16 U.S.C. 2203.

- Debris clean up must be for either runoff retardation or soil erosion prevention that is causing a sudden impairment in the watershed creating an imminent threat to life or property. Typically, this includes debris within channels but could also include debris in close proximity to a channel or situated where the next event could create an imminent threat to life or property. There is no size limit to the watershed except that EWP assistance is not eligible for coastal erosion restoration.

- The EWP is funded through specific Congressional appropriations.

- Public and private landowners are eligible for assistance but must be represented by a project sponsor (a state or political subdivision thereof, qualified Indian tribe or tribal organization, or unit of local government).

- Work can be done either through Federal or local contracts. Sponsors are responsible for the 75% local cost share.

- NRCS can provide assistance when the President declares an area to be a major disaster area or when an NRCS State Conservationist determines that a watershed impairment exists.

- NRCS will not provide funding for activities undertaken by a sponsor prior to the signing of an agreement between NRCS and the sponsor.

Farm Service Agency (FSA)

- Emergency Conservation Program (ECP) is authorized by Sections 401 - 406 of the Agricultural Credit Act of 1978, PL 95–334, and provides emergency assistance for debris removal from privately-owned land following a natural disaster. It is funded through Congressional supplemental appropriations.

DEBRIS REMOVAL
AUTHORITIES OF FEDERAL AGENCIES

- The damage must be so costly that Federal assistance is or will be required to return the land to productive agricultural use or to provide emergency water for livestock.

- The ECP provides emergency cost share funding (up to 75% federal share) and technical assistance for farmers and ranchers to remove debris (other than animal carcasses).

Animal, Plant and Health Inspection Service (APHIS)

- APHIS has two programs under which it can provide debris removal assistance:

  - Veterinary Services (VS) program authorized by Animal Health Protection Act (7 U.S.C. 8301–8317) which provides for removal and burial of diseased animal carcasses.

  - Plant Protection and Quarantine (PPQ) program authorized by Plant Protection Act (Title IV, Pub. L. 106–224, 114 Stat. 438, 7 U.S.C. 7701–7772). This program manages issues related to the health of plant resources. Primary objective is to regulate and monitor in order to reduce the risk of introduction and spread of invasive species, including planning, surveillance, quick detection, containment, and eradication.

- Both public and private lands are eligible under these programs which provide assistance to Federal, State, tribes, local jurisdictions, and private landowners to manage animal and plant health by collecting and providing information, conducting or supporting treatments, providing technical assistance for planning and program implementation (removal).

Environmental Protection Agency (EPA)

- EPA's primary authorities related to debris removal fall into two categories: (1) authorities related to cleaning up debris that is mixed with or contains oil or hazardous materials; and (2) authorities related to establishing standards for proper management of debris (hazardous and non-hazardous). EPA generally does not remove non-hazardous debris after emergencies/disasters.

- Under the Comprehensive Environmental Response, Compensation, and Liability Act, or CERCLA (also known as Superfund), and the Clean Water Act, EPA and the United States Coast Guard (USCG) have the authority to respond to actual or potential discharges of oil and actual or potential discharges of hazardous substances, and to actual or potential discharges of pollutants and contaminants that may present an imminent and substantial danger to the public health or welfare.

DEBRIS REMOVAL
AUTHORITIES OF FEDERAL AGENCIES

- EPA has responsibility for responses in the inland zone and USCG has responsibility for responses in the coastal zone. The delineation between the inland and coastal zone is determined by mutual agreement by the EPA and USCG, and the geographic boundaries are indicated in Area Contingency Plans.

- EPA and USCG carry out these responsibilities under implementing regulations known as the National Oil and Hazardous Substances Pollution Contingency Plan (NCP). EPA and USCG pre-designate Federal On-Scene Coordinators (FOSCs) to direct and coordinate response actions.

- Response actions may include containment, stabilization, decontamination, collection (e.g., orphan tanks and drums), and disposal. Debris may be mixed with, or contain, oil or hazardous materials that are subject to these response authorities.

- CERCLA requires that the State in which the site is located fund 10% of remedial action costs, with the other 90% drawn from the Superfund. However, where the potentially responsible party is a political subdivision of a State, the State must agree to fund 50% of the remedial action costs, with the other 50% drawn from the Superfund.

- The Resource Conservation and Recovery Act established a framework for Federal, State, and local cooperation in controlling the management of hazardous and non-hazardous solid waste. The EPA role is to establish minimum regulatory standards that are, in most cases, implemented by the States and to provide technical assistance. EPA administers other laws as well that may impact the management of debris (e.g., Clean Air Act requirements that apply to asbestos-containing debris). Again, some of these programs may be delegated to the States.

- FEMA may mission assign the EPA through the United States Army Corps of Engineers to dispose of household hazardous waste following a major disaster declaration from the President.

Department of Transportation

Federal Highway Administration (FHWA)

- The Emergency Relief (or ER) program is authorized in Title 23, United States Code, Section 125, from the Highway Trust Fund, and supports repair or reconstruction of Federal-aid highways and roads on Federal lands which have suffered serious damage as a result of natural disasters or catastrophic failures from an external cause.

- Debris removal from Federal-aid roads is eligible for 100% reimbursement during the first 180 days following an emergency event that qualifies and is approved for the ER program.

DEBRIS REMOVAL
AUTHORITIES OF FEDERAL AGENCIES

- The ER program is funded $100 million in annual authorizations. If the annual authorization is expended, FHWA will reimburse eligible costs when ER funds become available.

- The State must incur a cost of at least $700,000 statewide to qualify for ER assistance. The cost of individual projects (sites) must be $5,000.

- It is the responsibility of individual States to request ER funds for assistance in the cost of necessary repair of Federal-aid highways damaged by natural disasters or catastrophic failures.

Department of Commerce

National Oceanic and Atmospheric Administration (NOAA)

- The Coastal and Geodetic Survey Act of 1947 and the Hydrographic Services Improvement Acts of 1998, 2002, authorize NOAA to be directly involved in programs to assess and remove hazards and debris. NOAA does not fund debris removal.

- NOAA's Office of Coastal Survey is responsible for surveying and charting the nation's waters and coast, and has been heavily involved in hydro-surveying using side-scan and multi-beam sonar to identify hazards and debris and dangers to navigation along the Gulf Coast for the last three years.

David Garratt
Acting Director of Recovery
Federal Emergency Management Agency

1/27/07
Date

FEMA

DISASTER ASSISTANCE DIRECTORATE

FACT SHEET 9580.203

DEBRIS MONITORING

Overview

When a disaster event occurs that produces large amounts of debris, effective coordination is required between the Public Assistance applicant, State, and FEMA to ensure that debris removal operations are efficient, effective, and eligible for FEMA Public Assistance grant funding. Eligible Public Assistance applicants are encouraged to monitor debris removal operations and document eligible quantities and reasonable expenses to ensure that the work is eligible for Public Assistance grant funding. Failure to do so properly may jeopardize this funding.

Public Assistance applicants can use force account resources or contractors to monitor debris removal operations, or a combination of both. Regardless of the method, the applicant is responsible for ensuring that applicant-managed debris removal work (either force account or contract) being funded through Public Assistance grants is eligible in accordance with Public Assistance guidelines. This Fact Sheet provides Public Assistance applicants with information on how to properly monitor applicant-managed debris removal operations to ensure compliance with these guidelines. It also provides information on debris monitoring responsibilities and duties that apply to both force account and contractor operations; however, some information provided only applies to debris operations performed under contract.

Debris Monitoring Roles and Responsibilities

Monitoring debris removal operations requires comprehensive observation and documentation by the Public Assistance applicant of debris removal work performed from the point of debris collection to final disposal. Monitoring debris removal work involves constant observation of crews to ensure that workers are performing eligible work in accordance with Public Assistance guidelines, and helps to verify compliance with all applicable Federal, State, and local regulations.

A number of different entities play a role in monitoring debris removal operations to ensure that they are efficient, effective and eligible for FEMA Public Assistance funding. It is important that these entities work together to communicate and resolve issues in the field so that reimbursement funding for debris removal operations is not jeopardized. Below is a table which addresses the general monitoring responsibilities and tasks of different partners in the debris removal operation. The table is followed by specific monitoring responsibilities and duties for both force account and contractor debris monitors in the field.

DISASTER ASSISTANCE DIRECTORATE FACT SHEET - DAP9580.203

DEBRIS MONITORING

Entity	Responsibilities	Tasks
Debris Removal Contractor	Conduct debris removal operations per the terms of the contract.	▪ Monitor its own day-to-day operations to ensure its contractual obligations are being met.
Public Assistance Applicant Monitoring Contractor	Works for Applicant to monitor debris contractor's day-to-day operations to ensure the applicants expectations and contractual requirements are being met.	▪ Provide debris monitoring personnel who are trained in eligibility. ▪ Monitor operations in accordance with the contract requirements. ▪ Provide all monitoring documents as required in the monitoring contract.
Public Assistance Applicant (subgrantee)	Provide oversight and quality assurance of both the debris removal contract and the monitoring contract (if applicable). Request PA funds for eligible work. Ensure performance measures are met and eligible work is documented. Understand eligibility requirements and ensure work performed under the contract meets these requirements.	▪ Designate project manager. *If debris removal is performed by force account labor:* ▪ Provide documentation to substantiate eligible debris quantities. ▪ Ensure compliance with subgrant requirements. *If debris removal is performed under contract:* ▪ Ensure that debris removal contractors and monitoring contractors (if applicable) understand eligibility requirements for the debris removal operations. ▪ Ensure that only eligible debris quantities are being claimed for Public Assistance. ▪ Resolve issues or discrepancies associated with the contract.
State (Grantee)	Ensure grant requirements outlined in the 44 CFR are being met and that PA applicants are receiving funds for eligible costs. Responsible for monitoring the grant and subgrant to ensure compliance with Federal, State and local laws and regulations.	▪ Monitor the grant and subgrant requirements. ▪ Ensure that the applicant is sufficiently monitoring the debris removal operation (FEMA\Grantee effort). ▪ Conduct random monitoring at load sites and disposal sites to ensure compliance with grant requirements (FEMA\Grantee effort). ▪ Notify subgrantee of compliance issues and outline corrective actions (FEMA\Grantee effort).
FEMA	Ensure grant requirements outlined in 44 CFR are being met. Fund eligible work. Responsible for the preparation of large project worksheets, development of the scope of work and the obligation of funds. Responsible for monitoring the grant to ensure compliance with Federal, State and local laws and regulations.	▪ Develop large project worksheets in coordination with the Grantee and subgrantee. ▪ Utilize monitors to ensure that the applicant is sufficiently monitoring the debris removal operation. (FEMA\Grantee effort) ▪ Conduct random monitoring at load sites and disposal sites to ensure compliance with grant requirements. (FEMA\Grantee effort). ▪ Notify Grantee/subgrantee of compliance issues and outline corrective actions (FEMA\Grantee effort). ▪ Increase or decrease monitoring efforts as necessary to ensure corrective actions are in place and operations are being effectively monitored.

DISASTER ASSISTANCE DIRECTORATE FACT SHEET - DAP9580.203

DEBRIS MONITORING

The specific responsibilities and duties of individual debris monitors in the field are the same for both force account and contracted debris monitoring operations. They are:

- Report issues to their direct supervisor which require action (such as safety concerns, contractor non-compliance and equipment use)
- Accurately measure and certify truck capacities (recertify on a regular basis)
- Properly and accurately complete and physically control load tickets (in tower and field)
- Ensure that trucks are accurately credited for their load
- Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed—not compacted)
- Validate hazardous trees, including hangers, leaners, and stumps
- Ensure that hazardous wastes are not mixed in loads
- Ensure that all debris is removed from trucks at Debris Management Sites (DMS)
- Report if improper equipment is mobilized and used
- Report if contractor personnel safety standards are not followed
- Report if general public safety standards are not followed
- Report if completion schedules are not on target
- Ensure that only debris specified in the contract is collected (and is identified as eligible or ineligible)
- Assure that force account labor and/or debris contractor work is within the assigned scope of work
- Monitor site development and restoration of DMSs
- Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes)
- Record the types of equipment used (Time & Materials contract)
- Record the hours equipment was used, include downtime of each piece of equipment by day (Time & Materials contract)

Applicants may request FEMA/State assistance with debris monitoring or monitor training.

Only FEMA has the authority to make eligibility decisions; contractors cannot make eligibility determinations. Information on eligibility can be found in the Public Assistance Debris Management Guide FEMA 325, the Public Assistance Policy Digest FEMA 321, the Public Assistance Applicant Handbook FEMA 323, and the Public Assistance Guide FEMA 322.

Monitoring Requirements by Type of Contract

Unlike other categories of work eligible for Public Assistance grants, initial debris removal project worksheets typically do not have a defined scope of work, since precise quantities of debris are difficult to attain. Therefore, unit price contracts which pay by debris volume or weight removed are typically implemented. Unit price contracts require extensive monitoring to determine accurate quantities of eligible debris removed and disposed. As load tickets are compiled and accurate quantities are determined through monitoring, the scope of work for the project worksheet, or version, is established.

DISASTER ASSISTANCE DIRECTORATE FACT SHEET - DAP9580.203

DEBRIS MONITORING

In some cases, time and materials contracts may be more cost effective and appropriate for the amount and type of eligible work to be performed. For both time and materials and lump sum contracts, debris monitors must still document and quantify eligible debris amounts in order to determine reasonableness of costs.

The table below includes a breakdown of monitoring requirements by contract type.

Type of Contract	Project Worksheet Scope of Work	Subgrantee Monitoring Required					Comments
		Crew Efficiency	Load site	DMSs	Disposal sites	Fraud	
Lump Sum	Defined debris quantities and reasonable costs. Estimate is basis for contract costs.		√		√		Quantities are still required to determine reasonable costs.
Unit Price - CY	Based on eligible debris listed on load tickets	√	√	√	√	√	
Unit Price - Ton	Based on actual weight measurements of eligible debris listed on load tickets.		√		√	√	
Time and Materials	Based on labor, equipment and materials records. Reasonable costs evaluated by determining costs per unit.	√	√		√	√	Typically used for road clearance. If used for debris removal, quantities are still required to determine reasonable costs. Eligible costs are restricted to up to 70 hours.

Monitoring Contracts

The request for proposal (RFP) for debris monitoring contracts should outline the qualification of debris monitors. The qualifications should be appropriate for the individual responsibilities and duties listed above, and debris monitors should have experience working on construction sites and be familiar with safety regulations. It is not necessary to have professional engineers and other certified professionals perform these duties. Debris monitors primarily should have the ability to estimate debris quantities, differentiate between debris types, properly fill out load tickets, and follow all site safety procedures.

The RFP should also outline possible locations to be monitored and reporting requirements to document eligible debris quantities.

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DEBRIS MONITORING

Monitoring contracts are typically time and materials and must contain a ***not-to-exceed*** clause per the requirements of Part 13 of 44 CFR. The subgrantee should ensure the level of monitoring and overhead claimed is commensurate with the level of effort required to effectively monitor the debris removal and monitoring operation. In addition to the costs for the monitors, the subgrantee can claim as part of its monitoring project worksheet reasonable costs for the debris monitoring contractor to provide training, oversight, and data compilation as required by the terms of the contract. Architectural and engineering service overhead should not be claimed. Additional information on costs that are eligible can be found in the *Public Assistance Debris Management Guide FEMA 325*.

The monitoring contractor costs associated with compiling data to verify costs invoiced by the debris removal contractor can be an eligible expense. Costs associated with attending meetings with FEMA and/or the Grantee and compiling documentation for the production of project worksheets are funded through the administrative allowance as stated in 44 CFR, Part 206.228 and cannot be a direct charge to a Public Assistance grant.

Reporting Requirements & Performance Measures

If FEMA is providing grant assistance for the applicant's monitoring contract, a sample of the reporting requirements outlined in the contract will be required to substantiate the eligible costs. This sample must be adequate to demonstrate that sufficient measures were taken to ensure eligibility and accurate quantities are being reported as part of the grant. Applicants should require debris monitors to submit daily reports on load quantities, debris management site operations, and operational and safety issues in the field. Regular reporting helps to promote quality assurance and provides the applicant with a consistent accounting of operations in the field.

If a time and materials monitoring contract is used, the contractor will have to supply labor, equipment and material records to the subgrantee in order to substantiate the actual costs in the project worksheet.

Continuous monitoring of all activities of a debris contractor can help promote efficiency and effectiveness in the debris removal operation. In evaluating a contractor's performance, primary interest is in the progress toward completion of the services called for and the financial status of the contract. It is important that the contract provide for submission of reports and payment estimates to aid in evaluating the contractor's progress.

Applicant debris monitoring responsibilities may include tracking performance measures used to assess the progress of debris removal operations in the field. Specific debris contract performance measures may include:

- Percentage completion tracking
- Adherence to contract time schedules
- Adherence to contract cost schedules

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DEBRIS MONITORING

Contract Procurement Requirements

To be eligible for reimbursement under the Public Assistance Program, contracts for debris monitoring must meet rules for Federal grants, as provided for in 44 CFR Part 13.36 *Procurement* (http://www.access.gpo.gov/nara/cfr/waisidx_04/44cfr13_04.html). Public Assistance applicants should comply with their own procurement procedures in accordance with applicable State and local laws and regulations, provided that they conform to applicable Federal laws and standards identified in Part 13.

5/3/07

David Garratt
Acting Assistant Administrator
Disaster Assistance Directorate

Date

Disaster recovery assistance is available without regard to race, color, national origin, sex, age, religion, disability, or economic status. Anyone who believes he/she has been discriminated against should contact the FEMA Helpline at: 1-800-525-0321.

Report fraud, waste, and abuse to FEMA's Office of Inspector General on the Hotline at 1-800-323-8603.

Public Assistance Debris Monitoring Guide

FEMA 327 / October 2010

FEMA

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Acronyms and Abbreviations

C&D	Construction and Demolition
CBRN	Chemical, Biological, Radiological, and Nuclear
CFR	Code of Federal Regulations
CY	Cubic Yards
DAP	Disaster Assistance Policy
DEQ	Department of Environmental Quality
DMS	Debris Management Site
EMMIE	Emergency Management Mission Integrated Environment
EPA	U.S. Environmental Protection Agency
FAR	Federal Acquisition Regulations
FEMA	Federal Emergency Management Agency
GIS	Geographic Information System
GPS	Global Positioning System
GSA	U.S. General Services Administration
HHW	Household Hazardous Waste
M&IE	Meals and Incidental Expenses
OMB	Office of Management and Budget
PA	Public Assistance
POV	Privately Owned Vehicle
PW	Project Worksheet
RCRA	Resource Conservation and Recovery Act
RFP	Request for Proposal
S/NC	Selection/Negotiation Committee

Introduction

When a disaster or emergency that generates large amounts of debris occurs, eligible applicants (State governments, local governments, Indian Tribes or authorized Tribal organizations and Alaskan Native Villages, and certain Private Nonprofit organizations) may request Public Assistance (PA) grant funding from the Federal Emergency Management Agency (FEMA) to offset expenses incurred from debris removal. Effective coordination is required between the PA applicant, the State, and FEMA to ensure that debris removal operations are efficient, effective, and eligible for FEMA PA grant funding. Eligible PA applicants are encouraged to monitor their debris removal operations and document eligible quantities and reasonable expenses to ensure that the work is eligible for PA grant funding. Monitoring debris removal operations requires the PA applicant's comprehensive observation and documentation of debris removal work performed from the point of debris collection to final disposal. Monitoring debris removal work involves constant observation of crews to ensure that workers are performing eligible work in accordance with PA guidelines and all applicable Federal, State, and local regulations. Failure to properly monitor debris removal operations may jeopardize PA funding.

Accurate documentation of debris removal and disposal operations and eligible associated costs is the outcome of a good debris monitoring program. This documentation serves as the basis for PA Project Worksheets (PWs)—the documents that authorize grant reimbursements from FEMA. Debris monitoring documentation is critical to verify that debris operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in compliance with all regulatory requirements.

An applicant may conduct debris operations in any manner it deems appropriate. However, only costs associated with applicants, facilities, and work deemed eligible according to FEMA eligibility criteria and complying with special consideration requirements are reimbursed under the FEMA PA Program. Therefore, these eligibility criteria and special consideration requirements should be taken into account by the applicant when developing its debris management plan. The benefits of debris monitoring should be balanced with the costs associated with the effort; therefore, the level of monitoring needs to be proportional to the eligible debris removal.

Chapter 1: FEMA, State, Tribal Government, and Applicant Monitors

Debris Monitoring Roles and Responsibilities

A number of different entities play a role in monitoring debris removal operations. It is important that these entities work together to resolve issues that may arise. Monitoring responsibilities and tasks of the different partners in the debris monitoring operations are addressed in this section.

Debris monitors need to understand FEMA PA policies and guidelines, including eligibility issues and specifically those relating to debris. However, the final determination of any PA debris eligibility issue will be made by FEMA PA management personnel.

FEMA Public Assistance Staff

The primary role of FEMA technical and debris monitoring specialists is to ensure that PA grant requirements and eligibility criteria are met by the applicant in all areas of the debris operation. FEMA debris monitoring specialists can guide applicants on the eligibility of debris removal efforts, but do not make eligibility determinations. Eligibility determinations are made by FEMA PA management personnel.

FEMA debris monitoring specialists are responsible for:

- Safety
  - Identifying possible health/safety risks and requiring proper field safety gear
- Eligibility
  - Verifying overall compliance with PA eligibility criteria
- Compliance
  - Checking debris loading, staging, reduction, and disposal sites at random to ensure compliance with PA eligibility criteria
  - Reporting any noncompliance, misconduct, or other negative actions to the appropriate FEMA representative for coordination and resolution with State and applicant representatives
- Debris Operations
  - Validating truck and trailer capacity certifications
  - Evaluating operational efficiency
  - Overseeing documentation requirements

FEMA debris monitoring specialists do not direct field operations on behalf of the applicant. The applicant has the primary responsibility for implementing and managing the debris monitoring activities.

Refer to Appendix A: Job Aids.

State/Tribal

While the applicant has the primary responsibility for daily monitoring operations, the State is responsible for verifying that those monitoring activities are implemented. The State should conduct random monitoring at loading and disposal sites to ensure compliance with PA grant requirements.

The State should ensure that the applicant is performing all required responsibilities of adequate monitoring, including:

- Safety
  - The contractor is complying with public and employee safety standards
  - Safety requirements are being met during the conduct of debris operations on State highways and roads (including load limits and truck covers, where required)
- Compliance
  - All work complies with local ordinances and State and Federal regulations
  - Environmental compliance is occurring on all debris management sites (DMSs)
  - Appropriate preservation measures are taken for places and buildings pertaining to the State's historic and archaeological treasures
- Debris Operations
  - Trucks are measured, certified, and operate properly
  - Trucks are loaded properly and loads are accurately evaluated
  - Load tickets are properly completed and controlled by the applicant
- Management and Oversight
  - Debris sites are properly mobilized and administered
  - Accurate records and appropriate documentation are kept
  - Contractor activities are conducted as mandated in contractor scope of work

Refer to Appendix A: Job Aids.

Applicant

The applicant has the primary responsibility for monitoring its debris removal operations. The applicant fills three roles in monitoring debris removal operations: field supervisor, loading monitor, and tower/site monitor.

FEMA recommends that applicants clearly outline their debris monitoring requirements in their debris management plan, requests for proposals (RFPs), and debris removal contracts. These documents should include instructions on actions to take to document and correct non-compliance issues. If an applicant decides to undertake work that is ineligible for FEMA funding, a methodology should also be established to separate ineligible work from eligible work. Optimally, this methodology should be discussed with the State and FEMA prior to implementation to ascertain compliance.

Refer to Appendix B for a sample debris monitoring plan, including monitoring forms. Contract documents are located in Appendix C.

Applicant Debris Monitors

Debris monitors serve as the applicant's field representatives. They ensure that the terms and specific monitoring and documentation requirements of debris removal contracts are adhered to and met. For force account debris removal operations, debris monitors ensure that the debris removal operations are efficient, safe, and properly documented to substantiate the applicant's grant claim.

General Debris Monitor Qualifications

Applicant debris monitors should have a complete understanding of their responsibilities and:

- Fully understand their responsibilities in accordance with the terms of the debris removal contract and other specific guidance provided by the applicant
- Possess the capability to estimate debris quantities accurately and objectively
- Understand all phases of debris management operations, including loading sites, DMSs, and final disposition locations
- Be able to differentiate between debris types
- Be able to fill out load tickets properly
- Understand site safety procedures
- Communicate effectively and efficiently
- Possess previous construction site experience (preferred)
- Have general knowledge pertaining to the operation of large construction machinery (preferred)

Debris monitors do not need to be registered professional engineers.

Duties of Debris Monitors

Applicants need to provide monitoring for all aspects of the debris removal operation, including activities at all loading, staging, and disposal sites. Debris monitors may have different roles and responsibilities at different stages or components of a debris removal operation; an individual may assume the role of each monitor type at various stages of the disaster. Debris monitors report directly to the field supervisor regarding their daily oversight. All logs and load tickets are submitted daily to the field supervisor.

Loading Site Monitors

The loading site monitors will perform on-site, street-level debris monitoring at all loading sites to verify debris eligibility based on contract requirements, and initiate debris removal documentation using load tickets. Loading site debris monitors' primary jobs are to:

- Estimate load volumes and issue load tickets at the load sites, retaining a copy of the ticket (for detailed description of load ticket chain-of-custody, refer to Appendix B)

- Maintain logs of daily subcontractor performance, eligibility, or other activities as required

Their other duties include, but are not limited to:

- Safety
  - Checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment
  - Implementing all safety requirements
  - Performing a pre-work inspection of debris collection areas before loading to identify the location of covered utility meters, transformers, fire hydrants, mail boxes, etc., as a baseline to account for any collateral damage as a result of the debris removal operation
  - Ensuring that debris loads are contained properly before leaving the loading area
- Eligibility
  - Determining whether each load is to be claimed for reimbursement based upon PA eligibility criteria and marking load tickets if ineligible for FEMA reimbursement
  - Documenting eligible hazardous trees, including hangers, leaners, and stumps
  - Verifying global positioning system (GPS) readings or an address/location of leaning trees, trees with hanging limbs, and uprooted/exposed stumps that constitute an immediate threat; a separate ticket should be written if required in the contract
  - Not issuing tickets for trucks that arrive at pick-up sites already loaded or partially loaded
  - Ensuring that force account labor and/or debris contractor work is within the assigned scope of work
- Compliance
  - Certifying truck measurements
  - Obtaining the requirements outlined in all debris removal and disposal contracts, to ensure the contract requirements are implemented correctly
  - Reporting to supervisor if debris removal work does not comply with all local ordinances, as well as State and Federal regulations (i.e., proper disposal of hazardous wastes)
- Debris Operations
  - Ensuring that hazardous wastes are not mixed in with debris loads
  - Recording equipment details for time-and-materials contracts, including the type of equipment, the hours each piece of equipment was used along with operator name, and downtime of each piece of equipment by day

Figure 1: Contractor debris operation

  - Ensuring only debris that is specified by the applicant is collected for loading and hauling (Figure 1)
  - Ensuring only debris from public areas is removed
  - Ensuring the work area is clear of debris before equipment moves to a new loading area
  - Evaluating and recording performance and productivity of debris removal crews
- Communication
  - Remaining in constant contact with debris management/dispatch center or supervisor
  - Reporting issues (such as safety concerns, contractor non-compliance, and equipment use) to their field supervisor
  - Photographing and providing a written document of any damages made to utility components, driveways, road surfaces, private property, vehicles, etc.
  - Performing other duties as directed by the debris management project manager or designated debris management personnel

Tower/Site Monitors

Debris monitors at a DMS are often referred to as "tower" or "site" monitors." The tower/site monitor's role encompasses the following scope of duties:

- Safety
  - Checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment
  - Implementing all safety requirements
- Compliance
  - Obtaining the requirements outlined in all debris removal and disposal contracts, to ensure the contract requirements are implemented correctly
  - Reporting to supervisor if debris removal work does not comply with all local ordinances, as well as State and Federal regulations (i.e., proper disposal of hazardous wastes)
- Debris Operations
  - Ensuring that hazardous wastes are not mixed with debris loads
  - Recording equipment details for time-and-materials contracts including the type of equipment, the hours each piece of equipment was used along with operator name, and downtime of each piece of equipment by day
  - Accurately measuring and documenting load hauling compartments for trucks and trailers to compute volume capacity in cubic yards (CY) for each truck and trailer prior to its commencement of debris hauling operations
  - Recertifying truck capacities on a regular basis
  - Verifying calibration of scales (if tonnage contract is used for debris removal)

  - Ensuring that truck loads are accurately credited
  - Estimating the percentage of full capacity for each truck or trailer load
  - Ensuring that trucks are not artificially loaded (e.g., debris is wetted, debris is fluffed or not compacted)
  - Initialing each load ticket before permitting any truck to proceed from the tower entrance to the dumping location
  - Properly and accurately completing and physically controlling load tickets (for both tower and loading monitors)
  - Monitoring site development and restoring DMSs
- Communication
  - Remaining in constant contact with debris management/dispatch center or supervisor
  - Reporting issues (such as safety concerns, contractor non-compliance, and equipment use) to their field supervisor

Field Supervisor

The applicant's field supervisor is responsible for scheduling and deploying the loading and tower/site debris monitors and overseeing their daily activities at loading sites and disposal and staging sites. The field supervisor resolves field operational, eligibility, and safety issues, and communicates these issues to the applicant. Communication and coordination of daily activities with FEMA, State, and applicant field personnel is required. The field supervisor also conducts or oversees truck certifications, load measurements, and photo-documentation as required. The field supervisor collects daily logs from the debris monitors and tabulates truck load data for the daily report.

In addition to the general qualifications for debris monitors detailed above, field supervisors need to:

- Possess the ability to communicate with field staff as well as management
- Be able to resolve conflicts and issues in the field
- Understand when to elevate issues to the applicant's management

Field supervisor duties include, but are not limited to:

- Safety
  - Being familiar with, maintaining, and implementing all safety requirements
- Eligibility
  - Ensuring that a reasonable level of effort is applied to the monitoring process, commensurate with the debris operations and the schedule (refer to Section 3.3, Reasonable Level of Effort Guidance)
  - Ensuring only eligible debris is collected for loading and hauling

- Compliance
  - Obtaining and becoming familiar with the requirements outlined in all debris removal and disposal contracts
  - Making unannounced visits to all loading and disposal sites within an assigned area
- Debris Operations
  - Ensuring only debris from approved public areas is loaded for removal
  - Assisting in the measuring of all debris hauling trucks and trailers with the appropriate contractor representatives, if applicable
  - Taking photographs of all trucks and trailers used in the debris operations to establish a baseline inventory of equipment
- Management and Oversight
  - Serving as the first-line of management for the debris monitors and assisting as necessary with any questions or conflicts that arise in the field
  - Preparing a daily written report of all activities observed and including photographs
  - Being familiar with all phases of the debris management operation, including loading sites, DMSs, and final landfill sites

Chapter 2: Eligibility Requirements

FEMA PA Program Debris Removal Eligibility

In order to be eligible for PA Program funding, debris must be generated by a Presidentially declared disaster; located within the designated disaster area; be the legal responsibility of an eligible applicant to remove; and present an immediate threat to life, improved property, or public health and safety (44 CFR §206.223 and §206.224).

Only FEMA has the authority to make eligibility determinations for FEMA PA Program grant funding.

Applicants should consult the Public Assistance Guide (FEMA 322); Public Assistance Debris Management Guide (FEMA 325); and FEMA's Recovery 9500 Policy Series for detailed guidance on debris and general eligibility criteria under the PA Program. This information is also available online at www.fema.gov/government/grant/pa/debris_main.shtm.

Eligible Debris Removal

The applicant is responsible, through the use of debris monitors, for ensuring that the claimed debris removal activities are completed in accordance with contract specifications and other supplemental guidance, and that appropriate costs are claimed to the FEMA PA Program for reimbursement. FEMA PA management personnel will determine eligibility based on the defined scope of work of the debris removal operation, field observations, documentation, and monitoring costs.

Ineligible Debris Removal

Final determinations on eligible costs are not made in the field. They are made by FEMA PA management personnel during development and review of the PWs. Therefore, it is imperative that debris removal and debris monitoring procedures be well documented throughout debris operations.

An applicant is free to authorize the removal of any debris it deems appropriate. However, the removal of ineligible debris should be clearly documented and delineated as ineligible in the loading tickets, monitoring notes, and summary of debris totals. If an applicant chooses to process ineligible debris, it must be separated from the FEMA claim, and any monitoring costs associated with that work are ineligible for FEMA funding.

Eligible Monitoring Work and Costs

Reasonable costs associated with the following activities may be eligible for PA funding:

- Labor and material costs associated with field supervisors, loading and tower/site monitors, and completing documentation as necessary to substantiate PA grant funding
- Data compilation of load tickets and field debris monitoring reports to verify eligible work and costs invoiced by the debris removal contractor (if under contract)
- Training of debris monitors on debris removal operations, debris monitoring and documentation processes, and FEMA eligibility. *Note: FEMA can provide training to applicant debris monitors upon request*.

- Use of electronic load ticket system or automated debris monitoring system to document debris quantities and eligibility. The applicant should demonstrate through a cost analysis that the use of the system is cost effective and the cost is reasonable.

Ineligible Work and Costs

Costs that FEMA determines to be associated with an unreasonable level of effort, including disproportionate numbers of debris monitoring personnel and clerical staff related to the scope of the debris removal operation, are not eligible debris monitoring costs under the PA Program.

Project Supervision and Management Costs

> The fees associated with using staff with professional qualifications may not be considered reasonable for reimbursement from FEMA. In order to be eligible, the applicant must document the reason specific professional qualifications are required.

Costs considered project supervision or management costs, as defined under Disaster Assistance Policy (DAP) 9525.6, Project Supervision and Management and Supervision Costs, differ from eligible debris monitoring costs. Project supervision and management costs should be separated, documented, and claimed separately in accordance with DAP9525.6. The eligibility of this work and its cost will be evaluated separately and on a case-by-case basis in accordance with DAP9525.6.

Such project supervision or management costs may include costs associated with direct management of the debris removal operation by an applicant's in-house staff, or by a consulting firm retained to analyze, design, and oversee the debris removal operation. These costs may also include labor costs associated with project management services for the debris removal operation, developing reports to establish contractor performance measures, and evaluating operational efficiency.

Reasonable Level of Effort Guidance

FEMA will evaluate the level of effort of debris monitoring operations for reasonableness when determining the eligibility of debris monitoring costs. The level of effort for debris monitoring operations should be commensurate with the magnitude of the disaster, the types and quantities of debris to be removed, and the scope of the debris removal operation.

Level of Effort for Debris Loading Sites

Historical data for debris monitoring operations suggest the following level of effort may be appropriate for field efforts.

Rural areas: One loading monitor should be provided for each loading site to verify that the collected debris is eligible under PA Program criteria. The number of loading monitors can be amended to allow one monitor to oversee two or even three contractor loading sites, as long as the truckloads are reviewed at a controlled access point and the collected debris can be documented and verified as eligible or ineligible.

Urbanized or higher-density areas: One loading monitor should be provided for every three to four loading sites. This presumes that the loading monitor can monitor the sites via line-of-sight or a controlled access point.

Level of Effort for Debris Management Sites

Tower/site monitors: Tower/site monitors are required at DMSs (temporary or permanent). Depending on the set-up of the DMS, a minimum of one tower/site monitor is required to document load quantities and verify that trucks are emptied. Additional tower/site monitors may be needed at exit locations to verify that trucks are emptied, or at reduction (grinding/burning) locations to document and verify production rates.

Field supervisors: If multiple DMSs are in operation, one field supervisor may be added for every 10 debris load site monitors, or as needed for exceptionally large and unique operations to ensure adequate management of operations.

Clerical/data entry support: Typically one or two data entry personnel can accommodate the daily data amassed when debris operations use load tickets for documentation. Larger or faster operations may require additional clerical support. The number of data entry personnel should be adjusted to the needs of the applicant. The use of automated debris monitoring documentation systems may significantly reduce the required level of effort for clerical support.

Reasonable Cost Guidance

Costs associated with debris monitoring must be reasonable and necessary as defined by the Office of Management and Budget (OMB) Circular A-87 and Title 44 Code of Federal Regulations (CFR) Part 13. Competitively bid debris monitoring contracts that comply with Federal, State, and local procurement regulations and procedures will establish reasonableness for debris monitoring costs. However, FEMA will determine reasonable costs for contracts that are not competitively bid.

FEMA's Recovery Fact Sheet 9580.201, Debris Contracting Guidance, includes cost analysis guidance that applicants may use to help assess reasonableness. The Fact Sheet provides guidance to applicants in conducting analyses of:

- Labor: Are labor rates, labor classifications, and number of proposed labor hours reasonable for the proposed scope of work? The labor rates should be commensurate with the skill level required by the job function. Professional engineers and qualifications are not required to perform debris monitoring duties.
- Materials and Supplies: Are costs necessary and reasonable?
- Profit: Was profit negotiated as a separate element of the contract price?

FEMA and applicants may also use other sources of cost information when assessing the reasonableness of force account labor costs, including, but not limited to, FEMA Cost Codes available in the Emergency Management Mission Integrated Environment (EMMIE).

Applicants are encouraged to use all of these resources and other available sources of information in their assessment of reasonable debris monitoring costs.

Debris Operations – Level of Effort Scenario

The U.S. Army Corps of Engineers developed this scenario based on historical data from multiple disasters. Every disaster and impact area is unique; accordingly, debris removal and monitoring operations vary based on the conditions of each disaster.

Scenario: A storm generates approximately 1,000,000 CY of debris, and the cleanup period is estimated to be 60 days. Each debris removal crew can load and dispose of 600 CY/day. The calculation of CY per crew for the duration of the cleanup period is:

60 days x 600 CY/day = 36,000 CY per crew

If the storm generates roughly 1,000,000 CY of debris, and one crew can move 36,000 CY of debris within 60 days, 28 debris crews would be needed to haul debris in this scenario. One loading monitor can be used for every three to four crews (if circumstances allow). If 28 crews are used, 10 loading monitors and 2 field supervisors would be needed to effectively monitor the pick-up portion of the debris operation at the loading sites.

If the cleanup period is protracted, the number of crews and loading monitors may be reduced. However, the overhead costs associated with keeping personnel in the field longer may increase the overall costs of the debris monitoring mission.

Planning assumptions:

1. A typical debris removal crew consists of:
   - One front loader or knuckle-boom
   - Four to five trucks (depending on the travel time and distance to the DMS)
2. A typical debris removal crew can transport approximately 600 CY of debris per day
3. The number of loading monitors should be based on:
   - Estimate of the amount of debris to be moved from the rights-of-way (FEMA-eligible debris) to the DMS
   - Estimated timeframe for cleanup

Chapter 3: Debris Monitoring by Debris Type

Debris monitoring considerations and responsibilities may vary depending on the type of debris being removed. Debris monitoring considerations for each of the primary debris types are described below. Refer to Appendix A: Job Aids for additional debris monitoring recommendations.

Vegetative Debris

Vegetative debris may consist of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Depending on the size of the debris, the collection of vegetative debris may require the use of flat bed trucks, dump trucks, and grapple loaders.

Considerations for Monitoring Operations

- Hand-loaded trucks/trailers are graded at 50 percent of a load because of the low compaction achieved by hand-loading, pursuant to DAP9523.15, Debris Operations – Hand-Loaded Trucks and Trailers (Figure 2).
- This type of debris may be recyclable or have salvage value. Document separation and salvage operations when implemented.
- For special vegetative debris considerations, refer to Disaster Assistance Fact Sheet 9580.204, Documenting and Validating Hazardous Trees, Limbs, and Stumps.

Figure 2: Hand-loaded truck

Construction and Demolition Debris

Construction and demolition (C&D) debris can be defined as damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures. The definition of C&D debris may vary between jurisdictions—what is included in one jurisdiction may be excluded in another.

Considerations for Monitoring Operations

The C&D debris must be disaster-generated (i.e., eligible C&D debris cannot be the result of an applicant's rebuilding efforts) and present an immediate threat to be considered for FEMA eligibility.

Hazardous Waste

The applicant should comply with Federal, State, and local environmental requirements for handling hazardous waste. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA) and contains properties that make it potentially harmful to human health or the environment. In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous waste lists (refer to Title 40 of the CFR Part 261) or exhibits at least one of the following four characteristics:

- Ignitability
- Corrosivity
- Reactivity
- Toxicity

Considerations for Monitoring Operations

- Hazardous wastes may require segregation and special handling (Figure 3)
- Improper segregation of the hazardous waste debris should be documented
- If unsafe practices are observed during the handling and disposal of hazardous materials, the appropriate authorities should be notified
- Safety precautions will vary depending upon the circumstances and type of hazardous materials encountered, but they may include personal protective equipment, decontamination stations, closed and secured containers, and covered trucks or specialized containers
- Monitor hazardous material processing carefully and regularly to verify that proper precautions are taken and that the chain-of-custody is maintained
- Verify that hazardous materials are delivered to an appropriate DMS since hazardous wastes typically require special handling, transportation, and final disposition that are significantly more costly than typical waste disposal

Figure 3: Segregation of hazardous debris

Household Hazardous Waste

Household Hazardous Waste (HHW) refers to hazardous products and materials that are used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic.

Considerations for Monitoring Operations

- Verify and document that HHW is picked up and handled by specialists licensed by the Grantee's Department of Environmental Quality (DEQ) and managed in designated areas within the DMS

- Verify and document that the chain-of-custody is maintained throughout the collection, handling, transport, and disposal of HHW

Electronic Waste

Electronic waste (e-waste) refers to electronics that contain hazardous materials, such as cathode ray tubes. Examples of e-waste include computer monitors and televisions. Typically, these products contain minerals and chemicals that require specific disposal methods.

Considerations for Monitoring Operations

- Ensure that e-waste is segregated
- Ensure that e-waste is removed intact, collected, and stored at the DMS for later processing
- This type of debris may be recyclable or have salvage value, document separation and salvage activities that are implemented

White Goods

White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils that must be removed and processed following environmental protocols and procedures before the white goods can be further processed for disposal and recycling.

Considerations for Monitoring Operations

- Document that white goods are collected separately, cleaned and processed to remove putrescent debris inside and to remove all oils, solvents, and refrigerants (Figure 4)
- If white goods are to be collected without being cleaned, verify and document that the DMS includes ample space for processing the collected white goods
- This type of debris may be recyclable or have salvage value. Document separation and salvage activities that are implemented

Figure 4: White goods being staged

Soil, Mud, and Sand

Floods, landslides, winds, and storm surges often deposit soil, mud, and sand on improved public property and public rights-of-way. Facilities commonly affected by this type of debris include streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools.

Considerations for Monitoring Operations

- Document that only the disaster-generated silt and soils are removed. This requires an understanding of pre-disaster conditions as well as the documented maintenance of the affected area.

- Contaminated soils may require special handling depending on the contaminant. Document any contaminated soil issues to ensure proper handling, processing, and disposition.
- Verify that any contaminated disaster-generated soils are addressed by specialists from the State's DEQ and/or EPA and managed appropriately in designated areas.

Vehicles and Vessels

Vehicles and vessels may be damaged, destroyed, displaced, or lost as a result of a disaster (Figure 5). These vehicles and vessels may eventually be abandoned because of the damage incurred or because the original owners have relocated. Vehicles and vessels may be classified as debris if they block public access and critical facilities.

Figure 5: Boat and vessel debris

Considerations for Monitoring Operations

- Verify that each vehicle or vessel identification number is documented and processed appropriately.
- Verify that collected vehicles and vessels are transported to a collection area where they are secured and protected. Depending on the ownership, the vehicles can be returned, salvaged, or destroyed.
- Verify that vehicles are processed to remove all minerals and fluids before processing or destruction.
- This type of debris may be recyclable or have salvage value. Document separation and salvage activities that are implemented.

Putrescent Debris

Putrescent debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter. Putrescent debris handling must comply with applicable Federal, State, and local requirements.

Considerations for Monitoring Operations

- Document that putrescent debris is collected in accordance with contract specifications or other specific requirements.
- Document the volume of putrescent debris. The volume of putrescent materials cannot be determined based solely on the volume of the originally inventoried materials because the spoiled materials may have lost a significant portion of their volume. The actual volume removed needs to be documented.

Infectious Waste

Infectious waste is waste capable of causing infections in humans and can include contaminated animal waste, human blood and blood products, medical waste, pathological waste, and

discarded sharps (needles, scalpels, or broken medical instruments). Clearance, removal, and disposal of infectious waste may be under the authority of another Federal agency (the Centers for Disease Control and Prevention, EPA, etc.). Upon review of applicable Federal statutes, regulations, and policies governing infectious waste, FEMA will determine eligibility on a case-by-case basis.

Considerations for Monitoring Operations

- Document that the disaster-related infectious waste is collected and separated in accordance with prescribed safety and medical practices. Local, State, or Federal health officials may dictate the collection process, including collection containers, protective gear, decontamination requirements, and disposal methods.
- The volume of debris should be documented, but is typically secondary to proper documentation of the collection method.
- Verify that infectious waste debris quantities are well documented and that chains-of-custody of the collected materials are maintained. Based on the condition and type of materials, this debris may require special handling, containerization, and disposal, including incineration.

Chemical, Biological, Radiological, and Nuclear-Contaminated Debris

Chemical, biological, radiological, and nuclear (CBRN)-contaminated debris is any debris contaminated by chemical, biological, radiological, or nuclear materials as a result of a natural or man-made disaster, such as a weapon of mass destruction event. The clearance, removal, and disposal of CBRN-contaminated debris should be performed in accordance with applicable Federal statutes, regulations, policies, and other guidance documents.

Considerations for Monitoring Operations

- Man-made disasters may create debris that is considered evidence as part of a crime scene. Law enforcement officials may need to clear the activities before debris operations can begin. Monitors should ensure the CBRN-contaminated debris is cleared by law enforcement officials before removal so as not to undermine the integrity of the crime scene. Debris operations may also proceed concurrently with incident investigations.
- Be aware of the types of evidentiary material being sought in case CBRN-contaminated debris is encountered outside of the identified crime scene area.
- CBRN-contaminated debris may be either disposed of or taken to a special collection area for further processing. Verify and document that separation, processing, and disposal follow the prescribed procedures.

Documenting Eligible Work and Costs for Public Assistance Funding

Proper documentation enables an applicant to fully account for debris clearance and removal costs incurred as a result of a Presidentially declared disaster. The load ticket provides the most comprehensive information and a paper trail for FEMA PA Program reimbursement. To support the documentation provided by the load tickets, monitors should use tower-monitoring logs,

roving monitor reports, daily issue logs, and truck certification forms as part of their reporting process. Samples of these forms are included in Appendix B.

Documentation is required to support an applicant's request for PA funding for debris clearance, removal, and disposal work. The following describes the types of documentation that can support an applicant's reimbursement request. This documentation should be supplied to FEMA PA staff for inclusion in the PWs to substantiate eligible work performed and associated costs for grant funding.

Documenting Force Account Debris Operation Costs

When an applicant uses its own force account resources to perform debris removal and disposal work, requests for reimbursement should be supported by documentation of the labor and equipment charges incurred in the operation. This documentation includes:

- Payroll records of full-time and temporary employees who worked on the debris removal operation
- Records of applicant-owned equipment used in the debris removal operation, including documentation of equipment hours in service, associated equipment rates, and operator name
- Invoices of rental equipment used in the debris removal operation
- Documentation from permitted final disposal locations including:
    - Invoices of disposal tipping fees
    - Quantities of debris disposed
- Documentation of the location of the debris removal activities demonstrating FEMA debris eligibility and/or documentation certifying that FEMA-eligible debris work was performed

Documenting Contractor Debris Operation Costs

When an applicant has hired a contractor to perform debris removal work, documentation should correspond with the invoiced costs and line item prices of the debris removal contract. This documentation will be provided on monitoring forms and reports (refer to Appendix B), including load tickets and tower logs, which will provide information on:

- Locations of debris removal
- Type of debris removed
- FEMA debris removal eligibility determination
- Debris quantities (volume or weight, determined at inspection site)
- Identification of debris hauling truck/trailer and contractor
- Location of permitted final debris disposal site
- Documentation of labor, equipment, and materials charges including hours of service, and associated charges (for time and materials contracts)

- Documentation of quantities of debris reduced or recycled at DMSs and associated detailed charges
- Invoices of disposal tipping fees

In addition to the load tickets, summaries of the information included in the load tickets are typically provided in support of an applicant's PA funding request in a PW. FEMA and the State may also request to see all backup supporting documentation and reports, including truck certification forms, tower logs, roving monitor reports, and daily issue logs used to substantiate costs claimed in the PW. Refer to A*ppendix B: Sample Debris Monitoring Plan and Monitoring Forms*.

The debris operation, if completed by contract, should have adequate controls in place to ensure contract terms are adhered to, that only specified debris is removed, and proper documentation is collected and compiled for payment purposes. Debris removal contractors are required to adhere to contract terms and to monitor the performance of their crews.

Monitoring Reports

Applicants should have debris monitors submit daily reports, to the applicant, on operational issues, including DMS operations and safety issues, to promote situational awareness and help identify and resolve issues. Regular reporting promotes quality assurance and provides the applicant with a consistent accounting of operations, issues, and costs in the field. This information is included in reports such as tower monitor logs, roving monitor reports, and daily issue logs.

Electronic Load Tickets and Automated Reporting

Historically, debris monitoring operations have used the four-part paper load ticket system. Depending on the size of the event, the manual process of filling out load tickets, transferring copies, and entering data for reporting and data compilation purposes can be very labor and time intensive, and can result in significant levels of human error.

Recent advances in automated debris management tracking systems have provided real-time and automated tracking and reporting. Electronic load tickets, computer tablets, and systems employing electronic contractor ID cards allow for instant data tracking, verification, and reporting. Some systems also incorporate truck tracking systems, GPS capability, and enhanced analytical capabilities of debris monitoring data.

FEMA embraces technological advancements and recognizes the potential benefits of these automated systems. As discussed in **Chapter 2: Eligibility Requirements**, reasonable costs associated with the use of electronic load ticket systems and other automated debris monitoring systems may be eligible for PA funding.

Chapter 4: Force Account vs. Contract Monitoring

Applicants may use force account resources, contractors, or a combination of both to monitor their debris removal operations. When the debris monitoring activities are beyond the capacity of an applicant, it may contract out such services. When using contract services for debris monitoring, the applicant is augmenting its workforce with additional staff and expertise that does not normally reside within its own force account labor. (Force account eligibility criteria are detailed in 44 CFR §206.228.)

Does the applicant have access to a local labor force qualified to perform monitoring functions? Options may include:

- University students
- Code enforcement employees
- Retired local government personnel

Using Force Account Resources to Monitor Operations

Applicants are encouraged to use their own employees to monitor debris removal operations, as their employees are the most familiar with the jurisdiction and know the priorities of the applicant's debris management plan. Force account labor tends to have a vested interest in keeping debris monitoring costs to a minimum.

Other benefits of using force account labor for debris monitoring include:

- The local workforce may be able to respond immediately after the disaster
- Standard timesheet and equipment documentation procedures are typically adequate for documentation purposes

Applicants can expedite the procurement processes during emergencies by having competitive contracts already established before a disaster occurs. Methods include:

- Pre-drafted contracts
- Pre-qualified contractors
- Pre-positioned contracts

Using Contractor Resources to Monitor Operations

An applicant may hire contractors to provide debris monitoring services. Debris monitoring contractors should not be employed by or affiliated with the debris removal contractor.

Reasonable costs associated with using debris monitoring contractors to perform certain activities can be reimbursable under the FEMA PA Program. Applicants should use competitive contract bidding procedures when procuring these services and should also use proper oversight of these contracts to ensure compliance with contract terms.

Applicants are strongly encouraged to consider the following guidance when procuring and overseeing contracts for debris monitoring services:

- Procurement Process
    - Applicants must use competitive bidding procedures to meet procurement requirements for Federal grants, as set forth in 44 CFR Part 13.36, Procurement.
    - Use abbreviated emergency procurement procedures that include an expedited competitive bid process only if time does not allow for more stringent procedures and if they are allowed under State or local laws, codes, or ordinances.

- Require bidders to provide copies of references, licenses, financial records, and proof of insurance and bonding.
- Document procedures used to obtain/award contracts (procurement information, bid requests, and tabulations, etc.).
- Applicant's legal representatives should review the contract, and process used to procure it, to ensure that the applicant is in compliance with all Federal, State, and local requirements.

Section 307 of the Stafford Act requires communities to give preference to local firms in the awarding of contracts in major disasters and emergencies to the extent it is feasible and practicable. This includes contracts for debris clearance. Preference may be given through a local area set-aside. Applicant's should also take the necessary steps to ensure there are opportunities to award contracts to minority, women-owned, and Labor Surplus Area businesses and firms whenever possible. FEMA will review, on an ongoing basis, procurement documents to validate that affirmative steps to utilize minority and women-owned businesses are being followed during the administration of an award.

- Scope of Work
  - Verify that all requests for proposals, bids, and contracts have a well-defined scope of work, specified costs, basis of payment, performance schedule, and descriptions of the type of service provided by each labor category and skill class.
  - Ensure that labor rates are commensurate with the skill level required by the debris monitoring job function. Professional engineers and other similar qualifications are not required to perform monitoring duties.
  - Require use of a load ticket system (paper or electronic) to record with specificity (e.g., street address) where debris is picked up and the amount picked up, hauled, reduced, and disposed of.
  - Ensure that the level of effort provided by the monitoring contractor and the contract terms are reasonable.
- Reasonable Cost
  - Ensure that debris monitoring contract costs are reasonable and necessary as defined and required by OMB Circular A-87 and 44 CFR Part 13. Competitively bid contracts that comply with Federal, State, and local procurement regulations and procedures will establish reasonable costs for the work.
  - Complete and document a cost analysis to demonstrate price reasonableness on any contract or contract modification where adequate price competition is lacking, as detailed in 44 CFR §13.36(f), **Contract Cost and Price**. Guidance for completing a cost analysis is included in the Recovery Fact Sheet 9580.201, Debris Contracting Guidance.
- Contract Requirements
  - Ensure that your time-and-materials contract (most commonly used contract type for debris monitoring) contains a not-to-exceed clause pursuant to 44 CFR §13.36.

- Award contracts to responsible bidders who are reputable and qualified licensed contractors. Applicants should conduct reference checks on contractors' performance history with the State's contractor licensing board and with previous clients before awarding contracts. Applicants should also verify that potential contractors are not on a State's "Debarred Contractor" listing.
- Require the contractor to provide a safe working environment, including properly constructed monitoring towers.
- Ensure that you keep complete and accurate records of contractor activities and costs to include in your reimbursement requests.

Applicants should always use their standard procurement processes and practices that conform to local and State procurement policies and regulations, as well as those required by Federal regulations. Be aware that in some instances Federal regulations may require more competitive procurement processes than local and State regulations. Applicants jeopardize FEMA PA Program funding when procurement procedures are overlooked in the interest of time. Applicants are strongly encouraged to work with State emergency management staff and FEMA to ensure compliance with the provisions of the PA Program, as well as other applicable statutes and regulations, if they intend to seek PA grant funding.

Upon request, FEMA PA Program personnel will review an applicant's procurement process to determine whether the process meets the standards set forth in CFR §13.36, **Procurement**. FEMA can also review contracts for compliance with Federal requirements.

> Applicants may enter into any contractual arrangements they wish. However, FEMA is not bound to applicant contractual obligations because it is not a party to those contracts.

Chapter 5: Debris Monitoring Contract Provisions and Methods

Contracting out debris monitoring services does not absolve the applicant of its responsibility to supervise the performance of the contract. The applicant should provide clear direction, direct supervision, and a system of control and verification of the performance of debris monitoring contract services. To ensure that the contracts are in accordance with the Federal, State, and local procurement laws, the applicant debris planning staff should seek guidance from their legal counsel.

Basis of Payment

The basis of payment and the payment process should be clearly outlined in the contract. Contractor payments should be based upon verification of completed work, and the required information for the payment request should be included within the provisions of the contract.

The scope of work and costs for the service are key factors in analyzing reasonable costs. Reasonable costs are those that include a reasonable level of effort for the monitoring services, supervision, and support services to perform the job requirements effectively and efficiently. Debris monitoring services should be tailored to the scale of the debris operations as well as the schedule requirements and the applicant's overall concept of operations, including planning for the number of DMSs and final disposition sites, acceptable travel distances, truck routes, neighborhood safety issues, personnel planning, and documentation requirements.

The debris monitoring contract should include provisions on the basis of payment, contract duration, performance measures, termination for convenience, and a conflict resolution process. The applicant should:

- Consider using a progress payment method for contract services. This method requires specific documentation from the contractor to verify and validate the completed work and support the contractor's invoices.
- Provide supervision and oversight of the debris monitoring operations to ensure that only approved and necessary hours are applied to the debris monitoring contract.
- Confer with the contractor to determine the deployment of monitors, daily schedules, and the number of personnel, supervisors, and clerical/data support assigned at any given time.

Typical documentation for debris monitoring reimbursement includes:

- Personnel assignments, duties, and responsibilities
- Timesheets
- Debris monitoring reports
- Debris totals (CY and tonnage)
- DMS reports
- Exception reports (when debris monitoring reveals problems with debris operations)
- Truck/Trailer Certification reports
- Geographic information system (GIS) planning and progress reports

- Debris progress reports
- Safety reports

Duration of Contract

To ensure that debris monitoring and removal services are conducted expeditiously, contracts should include specific timelines for work to be completed. The duration and scheduled milestones of the contract should be clearly stated. By doing so, the applicant sets clear expectations for the contractor. Moreover, the contractor can effectively manage resources and schedule work to meet the applicant's requirements. The applicant should determine the contractor's mobilization requirements (e.g., whether debris monitors are required during the debris clearance phase).

Performance Measures and Termination Clause

The contract should include performance measures that specify how performance will be evaluated and measured, including the size and number of monitoring crews, the number of truckloads monitored each day by the monitoring crews, the number of truckloads arriving at each DMS or final disposition site, the processing rate for a reduction site, and the number of monitoring crews in relation to the debris removal crews. In addition, the contract should include a convenience and default clause for early termination, thereby allowing the applicant to terminate the contract if the contractor does not deliver services in the manner specified in the contract. This clause should describe probable reasons for termination.

Conflict Resolution Process

The conflict resolution process should be well defined in the contract. The process should include alternatives for mediation in case an issue proves difficult to resolve. *Refer to Appendix C: Monitoring Contract Process/Documents for contract documents, including an RFP cover letter and a sample scope of services.*

Impacts of Different Types of Debris Removal Contracts on Monitoring

There are several types of debris removal contracts that can be utilized. Each type of debris removal contract has variables that can dictate adaptations to the necessary debris monitoring activities to protect the applicant's interests. The different types of contracts, specific contract provisions, monitoring efforts, and documentation requirements are described in this discussion and summarized in Table 1 at the end of Section 6. The most common types of debris removal contracts are unit price, lump-sum, and time-and-materials. *Refer to Appendix A: Job Aids.*

Unit Price

Unit price contracts are used when the individual work tasks are known, but the total amount of work cannot be known in advance. Units of work can be measured in terms of weight, volume, or any other quantifiable measure (Figure 6). The contractor uses estimated quantities to establish a total contract price.

Impact of Unit Price Contracts on Debris Monitoring

Since a unit price contract is initiated based on an estimate of debris quantities, documentation of the location, eligibility, and quantities of debris (CY or tons) during the debris processing is essential.

- Debris monitoring is essential during pick up, transportation, eligibility determination, segregation, staging, reduction, and final disposition.
- The applicant should manage the measurement of the trucks/trailers used to haul the debris. The volume of each truck should be measured and certified before being allowed into service.

Figure 6: Debris monitors determine type and quantity of debris

Lump-Sum

Lump-sum contracts are used when the scope of work can be identified and quantified. These bid requests include a set of specifications that have a well-defined scope of work for a finite amount of time.

The advantage of a lump-sum contract is that the total price for the specified work is known at the time the contract is awarded. For example, 250 tons of mulched debris hauled from 1000 N. Debris Road to the county landfill at 3450 S. Main Street will equal $XX,XXX.

Impact of Lump-Sum Contracts on Debris Monitoring

Loading monitors are required to validate that only contract-identified debris is collected. These quantities should match the quantities identified in the debris removal contract.

- The DMS site/tower monitors should carefully review the processing of materials, especially the quantities of materials collected for processing (grinding, chipping, incineration) and the quantities at the back end of the processing.
- Documentation of truckloads and debris volumes are still needed (if the final tally of debris quantities vary significantly from the original contract estimates, change orders may be necessary to adjust the contract price). This documentation is essential to establish final debris volumes.
- When applicable, the debris quantities entering a DMS should be compared with the debris quantities that have been processed (chip piles or outbound truckloads can be measured to corroborate the debris volumes).

Time-and-Materials

Time-and-materials contracts may be used when the scope of work necessary to achieve an outcome is unknown. The FEMA PA Program will typically only reimburse applicants for a time-and-materials contract for eligible debris clearance during the first 70 hours of work following a declared disaster. After the first 70 hours of work, the applicant should have sufficient information to effectively solicit a competitively procured lump-sum or unit price contract. For types of debris work where time-and-materials contracts are the most cost-effective

and well-suited options, applicants should work closely with the State and FEMA when awarding such contracts to ensure PA eligibility requirements are met.

A time-and-materials contract establishes hourly rates for labor and equipment that will be used to perform specific tasks. For example, backhoe with loader, 1 CY bucket, and operator = $50/hour. The contractor is paid based on the actual time spent to perform the specified tasks and equipment use. The contractor is also paid for the actual cost of materials used during operations.

Impact of Time-and-Material Contracts on Debris Monitoring

Monitoring time-and-materials contracts is extremely important. Debris monitors should produce daily inspection reports that clearly quantify the amount of work accomplished each day, including:

- The number of hours worked (scheduled work hours/crew size).
- The type and quantity of each type of truck/trailer/equipment used (Figure 7).
- Verification of equipment hours. Only active work hours should be submitted for FEMA reimbursement.
- Standby time is not eligible for FEMA reimbursement.
- Verification of labor hours as compared to equipment hours. Intermittent use of equipment may result in a crew having more equipment hours than labor hours; this type of discrepancy needs to be verified by the debris monitors.
- The weather conditions as they affect daily work.
- Production rates for each staging and reduction site.
- Quantities of debris hauled (CY). If debris is hauled based on CY, load tickets may be used as a way of checking contractor efficiency.

Figure 7: Type and duration of equipment used must be documented

Table 1 outlines the monitoring requirements for each type of contract.

Table 1: Monitoring Requirements by Contract Type

Type of Contract	PW Scope of Work	Monitoring Required					Comments
		Crew Efficiency	Collection Site	DMSs	Disposal Site	Compliance	
Lump-Sum	Defined debris quantities and reasonable costs. Estimate is basis for contract costs.		✓		✓		• Assess debris eligibility at collection site • Quantities are required to determine reasonable costs and establish change orders • Ensure ONLY debris from within contract limits is processed
Unit Price – CY	Based on eligible debris listed on load tickets.	✓	✓	✓	✓	✓	• Assess debris eligibility at collection site • Document debris quantities • Verify debris processing volumes
Unit Price – Ton	Based on actual weight measurements of eligible debris listed on load tickets.	✓	✓	✓	✓	✓	• Assess debris eligibility at collection site • Document debris quantities • Verify debris processing weights • Verify calibration of scales
Time-and-Materials	Based on labor, equipment, and materials records. Reasonable costs evaluated by determining costs per unit.	✓	✓		✓	✓	• Assess debris eligibility at collection site • Typically used for road clearance activities during the Response Phase • Eligible costs are typically limited to 70 work hours • Supervising and monitoring every work crew is required • Tracking debris removal quantities is still required to determine reasonable costs

Source: FEMA Disaster Assistance Fact Sheet 9580.203, *Debris Monitoring*

Appendix A: Job Aids

DEBRIS MONITOR DUTIES AND RESPONSIBILITIES		
FEMA Debris Monitor	**State/Tribal Debris Monitor**	**Applicant Field Supervisor**
Safety		
• Ensure safety by identifying possible health/safety risks and requiring proper field safety gear	• Ensure contractor is complying with public and employee safety standards • Ensure safety requirements on State highways and roads are observed during debris operations (load limits, truck covers, etc.)	• Be familiar with and maintain/ implement all safety requirements
Eligibility		
• Verify compliance with FEMA PA Program requirements (i.e., provide eligibility guidance, timeframe requirements, and documentation and reporting requirements)	• N/A	• Ensure that a reasonable level of effort is applied to the monitoring process, commensurate with the debris operations and the schedule • Ensure only eligible debris is collected for loading and hauling
Compliance		
• Spot check debris loading, staging, reduction, and disposal sites to ensure compliance with eligibility requirements • Report any noncompliance, misconduct, or other negative actions to the assigned FEMA Debris Specialist for appropriate coordination and resolution with State and applicant officials	• Ensure all work complies with local ordinances and State and Federal regulations • Monitor environmental compliance on all debris management sites (DMSs) • Monitor preservation of places and buildings pertaining to the State's historic and archaeological treasures	• Obtain and become familiar with the requirements outlined in all debris removal and disposal contracts to ensure the contract requirements are implemented correctly • Make unannounced visits to all loading and disposal sites within an assigned area • Take photographs of all trucks and trailers used in the debris operation, to establish a baseline inventory of equipment
Debris Operations		
• Validate certification of trucks and trailers • Evaluate operational efficiency • Oversee documentation requirements	• Ensure trucks are measured, certified, and operated properly • Ensure trucks are loaded properly and loads are accurately evaluated • Verify load tickets are properly completed and controlled by the applicant	• Ensure only debris from approved public areas is removed • Assist in measuring all debris hauling trucks and trailers with the appropriate contractor representatives, if applicable
Management and Oversight		
• N/A	• Ensure debris sites are properly mobilized and administered • Ensure accurate recordkeeping and appropriate documentation • Ensure contractor activities are conducted as mandated in contractor scope of work	• Serve as the first line of management for debris monitors and assist with any questions or conflicts that arise • Prepare a daily written report of all activities observed and include photographs • Be familiar with all phases of debris management operations

DEBRIS MONITOR DUTIES AND RESPONSIBILITIES (continued)	
Applicant Debris Loading Monitor	**Applicant Debris Tower/Site Monitor**
Safety	
• Check area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment • Implement all safety requirements • Before work begins, inspect areas to identify covered utility meters, transformers, fire hydrants, mail boxes, etc. (as a baseline to account for any damage as a result of the debris removal operations) • Ensure that debris loads are contained properly before leaving the loading area	• Check area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment • Implement all safety requireme
Eligibility	
• Determine whether each load is to be claimed for reimbursement based on established criteria, and mark load tickets if ineligible for FEMA reimbursement • Validate eligible hazardous trees, including hangers, leaners, and stumps • Verify global positioning system (GPS) readings or an address/location for leaning trees, trees with hanging limbs, and uprooted/exposed stumps that constitute an immediate threat; a separate ticket should be written for these items if required in the contract • Do not issue tickets for trucks that arrive at pick-up sites already loaded, or partially loaded • Ensure that force account labor and debris contractor work is within the assigned scope of work	• N/A
Compliance	
• Obtain and become familiar with the requirements outlined in all debris removal and disposal contracts to ensure the contract requirements are implemented correctly • Report to field supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., improper disposal of hazardous wastes)	• Obtain and become familiar with the requirements outlined in all debris removal and disposal contracts to ensure the contract requirements are implemented correctly • Report to field supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., improper disposal of hazardous wastes) • Verify relevant permits were obtained for debris reduction methods such as burning

DEBRIS MONITOR DUTIES AND RESPONSIBILITIES (continued)	
Applicant Debris Loading Monitor	**Applicant Debris Tower/Site Monitor**
Debris Operations	

• Ensure that hazardous wastes are not mixed into loads
• Record the types of equipment used (for time-and-materials contracts)
• Record the hours equipment was used, including down time of each piece of equipment by day (for time-and-materials contracts)
• Ensure that only debris specified by the applicant is collected for loading and hauling
• Ensure only debris from approved public areas is removed
• Ensure the work area is clear of debris before equipment is moved to a new loading area
• Prepare complete and accurate load tickets
• Issue load tickets for each debris load to the truck driver
• Evaluate and record performance and productivity of debris removal crews
	• Ensure that hazardous wastes are not mixed into loads
	• Record the types of equipment used (for time-and-materials contracts)
	• Record the hours equipment was used, including down time of each piece of equipment by day (for time-and-materials contracts)
	• Accurately measure and document load hauling compartments for trucks and trailers to compute volume capacity in cubic yards (CY) for each truck and trailer prior to its commencement of debris hauling operations (recertify on regular basis)
	• Recertify truck capacities on a regular basis
	• Ensure that truck loads are accurately credited
	  ○ Estimate the percentage of full capacity for each truck or trailer load
	  ○ Ensure trucks are not artificially loaded (e.g., debris is wetted, fluffed, or not compacted)
	• Collect load ticket from truck driver and initial each load ticket before permitting any truck to proceed from the tower entrance to dumping location
	• Physically control load tickets
	• Ensure that all debris is removed from trucks at DMSs
	• Monitor site development and restoration of DMSs
	• Oversee debris reduction (burning, chipping)

Communication	
• Remain in constant contact with debris management/ dispatch center or field supervisor • Report issues (such as safety concerns, contractor non-compliance, and improper equipment use) to field supervisor • Maintain a log of debris operations issues • Photograph and provide written documentation of any damage to utility components, driveways, road surfaces, private property, vehicles, etc. • Perform other duties as directed by designated debris management personnel	• Remain in constant contact with debris management/ dispatch center or field supervisor • Report issues (such as safety concerns, contractor non-compliance, and improper equipment use) to field supervisor

GENERAL DEBRIS MONITORING TIPS AND CONSIDERATIONS

Equipment

- The most common unit of measurement for vegetative and C&D debris is the cubic yard (CY). Debris trucks are evaluated for capacity at the DMS or final disposal sites. Applicants should require contractors to use appropriate equipment to load debris efficiently so that the maximum level of compaction can be achieved to facilitate expeditious removal of debris from the public rights-of-way.
- All trucks and trailers will be measured and placarded with the measured capacity of the vehicle. The applicant should photograph all trucks/trailers to ensure that the capacity is not reduced by removing sideboards or tailgates on the truck as the debris removal operation unfolds.
- Equipment limitations affect the maximum loading capacity of some vehicles.

Hand-loaded trucks and trailers cannot achieve compaction levels comparable to mechanically-loaded vehicles. This effectively reduces the capacity of the hand-loaded truck or trailer compared to a truck or trailer that is loaded mechanically. Therefore, FEMA only reimburses 50 percent of the debris monitor's observed capacity for a hand-loaded truck or trailer. Example: If a hand-loaded truck or trailer appears to be 100 percent full, that load should be recorded at 50 percent. Hand-loading debris in trucks or trailers does not achieve maximum compaction, and as a result, debris removal operations take longer to complete. A hand-loaded truck hauls less debris by weight per CY than a mechanically loaded truck. Refer to FEMA Recovery Fact Sheet RP9523.12, Debris Operations – Hand-Loaded Trucks and Trailers.

A truck with no tailgate or no solid tailgate cannot be compacted to its full capacity; therefore, FEMA only considers a maximum of 85 percent of the certified truck capacity for reimbursement purposes.

Monitoring Tips

Monitors should be aware of situations that could impact an applicant's reimbursement under the PA Program. They should look for:

- *Inaccurate Truck Capacities:* Trucks should be measured before operating and load capacities should be documented by truck number. Periodically, the applicant should pull trucks out of operation and re-measure.
- *Trucks Not Fully Loaded:* Do not accept the contention that loads are higher in the middle and if leveled would fill the truck. Monitors should check to see if that statement is valid.
- *Trucks Lightly Loaded:* Trucks may arrive loaded with treetops (or a treetop) with extensive voids in the load. Trucks need to be loaded to their full capacity with front-end loaders or other similar equipment to compress the debris materials and remove any voids.
- *Trucks Overloaded:* Trucks cannot receive credit for more than the measured capacity of the truck or trailer bed, even if material is above the sideboards. If a truck is measured to carry 18 CY, it cannot receive credit for more than 18 CY. However, it can receive credit for less if not fully loaded or lightly loaded as described above.
- *Changing Truck Numbers:* Typically, trucks are listed by an assigned vehicle number and capacity. There have been occasions where truck or trailer numbers with a smaller carrying capacity have been changed to one with a larger capacity. For instance, a 20 CY truck may have a number for a truck that can carry 30 CY. This can be detected if the applicant periodically re-measures the trucks or records actual license plate numbers in addition to a description of the truck. Maintaining truck and trailer certifications with attached photographs at the DMS tower can assist in eliminating such activities.
- *Reduced Truck Capacity or Increased Truck Weight:* On some occasions, trucks have had heavy steel grating welded 2 to 3 feet above the bed after being measured, thus reducing the capacity or inflating the weight of a load. This can be detected by periodically re-measuring the truck bed or recertifying the truck tare weight.
- *Wet Debris When Paid by Weight:* Excessive water added to debris increases the weight of the load. This can be detected during monitoring if there is excessive water dripping from the truck bed or by inspecting the truck bed immediately after unloading. The applicant should periodically recertify the truck tare weight.
- *Multiple Counting of the Same Load:* To prevent reentry with the same load, trucks should not exit the disposal site without unloading. This can be prevented by observing the time of departure and time of arrival recorded on the driver's load ticket. This check may also indicate problems with the applicant's debris monitors at the loading or unloading site. Tower monitors should ensure the load ticket is checked in and compared to the tower log-in sheet to determine if the truck's round-trip time is appropriate.
- *Picking up Ineligible Debris:* Debris monitors should be present at loading sites. Monitors should have a good understanding of eligible debris and any time limits imposed on picking up specific types of debris. Examples of ineligible debris activities include sweeping areas for abandoned cars and white goods; cleaning up illegal dump sites; removing cut trees from subdivisions under development; removing debris from private property; and removing/cutting trees from off rights-of-way in rural areas.

GENERAL DEBRIS MONITORING TIPS AND CONSIDERATIONS (continued)

Debris Challenges

- *Vegetative Debris Challenges:* Hazardous leaners, stumps, and hangers can be difficult to measure consistently (particularly because monitors must determine if leaners are leaning at least 30 degrees and eligible to be cut). Debris monitors should have a map of all roads and work with the applicant's public works department to determine the length and location of the public right-of-way.
- *Construction and Demolition Debris Challenges:* Debris generated from prior construction work may be comingled with disaster-generated construction and demolition (C&D) debris by citizens. Some citizens may claim that remodeling or renovation work is C&D material too. Many people will choose to remodel a house after a storm instead of demolishing it. The materials from the remodeling are not eligible; these are notable because they look like new materials instead of disaster-damaged materials. A rule of thumb is that no bricks or foundation material would be hauled or considered eligible for FEMA PA reimbursement.
- *Hazardous Waste Challenges*: Health issues, such as headaches and vomiting, can arise at a burning site if the debris stream includes mixed debris and hazardous chemicals. Soil and air contamination can occur at the pick-up location, along the transit route, and at the DMS. Appropriate precautionary measures should be implemented when hazardous materials are identified. Further, the applicant should implement proactive measures to ensure that all hazardous materials are identified.
- *White Goods Challenge:* When debris removal is extended beyond 90-180 days, some residents will try to discard their current appliance for free by claiming it is storm debris. The disposal requirements for white goods should include instruction on how to prepare the white goods, ensuring the materials on the curb do not present a safety hazard.

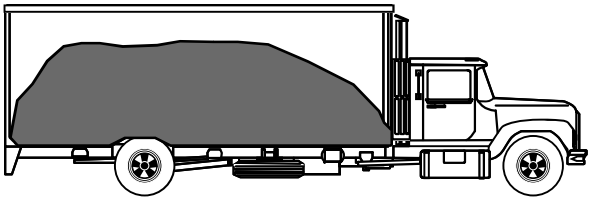
DEBRIS MONITOR GUIDELINES FOR ESTIMATING QUANTITIES

Monitoring Debris Trucks – Guideline for Estimating Loads in Trucks

- Check the truck number on the placard.
- Check that the capacity (size) of the truck written on the ticket matches the size marked on the side of the truck.
- Walk around the truck. Make sure that the truck is loaded with disaster debris. Ensure that the truck is not falsely loaded.
- When the truck leaves, make sure it is completely empty.
- If there is no tailgate on a truck, the truck is not full. The maximum estimate of the capacity of the load is 85 percent full. However, the monitor must use good judgment to determine if the load is really 85 percent. It is more likely that the truck is between 40 percent and 60 percent full.
- There are other percentage variations of how a truck can be filled (see illustrations and photographs that follow).
- A truck is 100 percent full only when the debris is filled completely to the brim and the truck is heaped above the sideboards. The truck must have a tailgate that secures the entire back end of the truck.

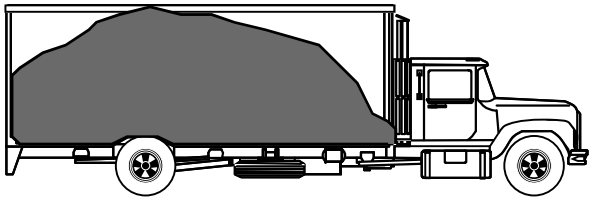
Note: It is difficult, though not impossible, for a truck to be 100 percent loaded because woody debris, trees, branches, and rubble cannot be placed in a truck without having air holes. Applicant debris monitors and FEMA Debris Monitoring Specialists typically record estimated volumes in 5 percent increments. FEMA will allow a truck to be recorded as 100 percent full if debris volumes can reasonably (and safely) be estimated to meet or exceed certified truck container capacities.

DEBRIS MONITOR GUIDELINES FOR ESTIMATING QUANTITIES



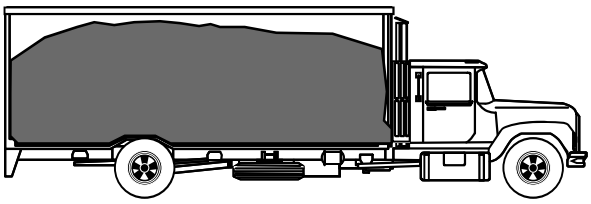
60 Percent Debris Load in Truck

If truck bed measured 20 cubic yards (CY), this 60 percent load would be 12 CY.



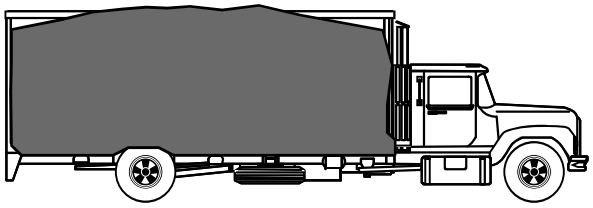
75 Percent Debris Load in Truck

If truck bed measured 20 CY, this 75 percent load would be 15 CY.



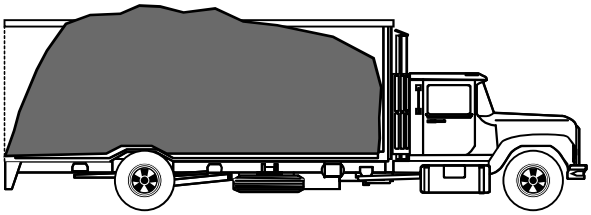
85 Percent Debris Load in Truck

If truck bed measured 20 CY, this 85 percent load would be 17 CY.



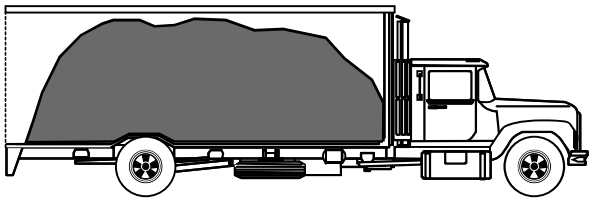
95 Percent Debris Load in Truck

If truck bed measured 20 CY, this 95 percent load would be 19 CY.



85 Percent Debris Load in Truck w/ No Tailgate

This truck has no structural tailgate—the capacity would automatically be reduced from 20 CY to 17 CY (85 percent reduction). Then the debris load itself is 85 percent of fully loaded—14.5 CY.



75 Percent Debris Load in Truck w/ No Tailgate

This truck has no structural tailgate—the capacity would automatically be reduced from 20 CY to 17 CY (85 percent reduction). Then the debris load itself is 75 percent of fully loaded—12.8 CY.

DEBRIS MONITOR GUIDELINES FOR ESTIMATING QUANTITIES

Truck without a structural tailgate. Its maximum load is automatically reduced to 85 percent of the rated truck size.

Truck without a tailgate. Its load capacity is automatically reduced to 85 percent. Slat-sided trucks may not be capable of being mechanically compacted. This means the truck capacity should be further reduced.

Truck without a tailgate. Its maximum load capacity is reduced to 85 percent. This truck is claimed to be 'fully loaded' with branches sticking above the top and beyond the back of the truck bed—the actual load is only 75 percent.

Truck with branches extending above the top of the truck sides. Although claiming to be 'fully loaded,' the load is filled with air pockets and the actual load is only 70 percent of the rated load capacity.

This 20-CY roll-off container has a tailgate (in open position). The load appears to be near top of truck sides and was estimated at 85 percent. The assessment was done from the ground; no monitor tower was used at this DMS (see next photograph).

This is the actual load from the 20-CY container truck shown on left. It measures approximately 4 CY when on the ground.

TYPES OF DEBRIS AND MONITORING CONSIDERATIONS		
Types of Debris	**Description of Debris**	**Considerations for Monitoring Operations**
Vegetative	• Includes whole trees, tree stumps, tree branches, tree trunks, and other leafy material	• Verify that only eligible debris is counted for reimbursement purposes; keep a map of all roads and rights-of-way for area • Ineligible debris should be identified accordingly • Evaluate the loaded capacities of the trucks/trailers to determine the percentage of the rated capacity • Hand-loaded trucks/trailers are graded at 50 percent of a load because of the low compaction achieved by hand-loading, pursuant to Recovery Policy RP9523.15, *Debris Operations – Hand-Loaded Trucks and Trailers* • This type of debris may be recyclable or have salvage value; document separation and salvage operations when implemented • For special vegetative debris considerations, please see DAP Fact Sheet 9580.204, *Documenting and Validating Hazardous Trees, Limbs, and Stumps*
Construction and Demolition (C&D)	• Includes, but is not limited to, damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures	• To be eligible for Public Assistance funding, C&D debris must present an immediate threat • Must be disaster generated
Hazardous Waste	• Waste that is potentially harmful to human health or the environment that exhibits at least one of the following four characteristics: ○ Ignitability ○ Corrosivity ○ Reactivity ○ Toxicity	• Hazardous wastes may require segregation and special handling • Document improper segregation • Notify appropriate authorities if unsafe practices are observed during handling and disposal (know required safety procedures for the circumstances) • Monitor processing carefully and regularly to verify the proper precautions are taken and the chain-of-custody is maintained • Verify that hazardous wastes are delivered to an appropriate DMS, as they can require special handling, transportation, and final disposition
Household Hazardous Waste (HHW)	• Includes hazardous products and materials used and disposed of by residential consumers, such as some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances or are corrosive or toxic	• Verify and document that HHW is picked up and handled by specialists from the State's Department of Environmental Quality (DEQ) and/or the EPA and managed in designated areas within the DMS • Verify and document that the chain-of-custody is maintained throughout the collection, handling, transport, and disposal of HHW
Electronic Waste (e-waste)	• Includes electronics such as cathode ray tubes (computer monitors and televisions) that contain hazardous materials	• Ensure e-waste is segregated • Ensure e-waste is removed intact, collected, and stored at the DMS for later processing • Document separation and salvage activities

TYPES OF DEBRIS AND MONITORING CONSIDERATIONS (continued)		
Types of Debris	**Description of Debris**	**Considerations for Monitoring Operations**
White Goods	• Includes discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters	• Document that white goods are collected separately, cleaned, and processed to remove putrescent debris inside and to remove all oils, solvents, and refrigerants • Verify and document that the DMS has adequate space for processing white goods if collected without being cleaned • Document separation and salvage activities
Soil, Mud, and Sand	• Can be deposited on streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools	• Document that only disaster-generated silt and soils are removed (must know pre-disaster condition and documented maintenance) • Document any contaminated soil issues to ensure proper handling, processing, and disposition • Verify that any contaminated disaster-generated soils are addressed by specialists from the State's DEQ and/or the EPA and managed appropriately in designated areas
Vehicles and Vessels	• Includes vehicles and vessels meeting one of the following criteria: ○ Presents a hazard or immediate threat that blocks ingress/egress within a public use area ○ It is abandoned ○ Applicant followed local ordinance and State and Federal laws in securing possession ○ Applicant has verified chain-of-custody for the vehicle or vessel	• Verify that each vehicle or vessel identification number is documented and processed appropriately • Verify that collected vehicles and vessels are transported to a secure collection area • Verify that vehicles are processed to remove all minerals and fluids before processing or destruction • Document separation and salvage activities that are implemented
Putrescent Debris	• Includes debris that will decompose or rot, such as animal carcasses	• Document that collection is in accordance with contract specifications or other requirements • Document actual volume of putrescent debris
Infectious Waste	• Waste capable of causing infection in humans including contaminated animal waste, human blood and blood products, medical waste, pathological waste, and discarded sharps	• Document that collection and separation is in accordance with prescribed safety and medical practices • Document volume of debris • Verify that infectious waste debris quantities are well documented and chains-of-custody are maintained • Special handling, containerization, and disposal may be required
Chemical, Biological, Radiological, and Nuclear (CBRN)-Contaminated Debris	• Includes debris contaminated by CBRN sources	• Ensure CBRN-contaminated debris is cleared by law enforcement officials before removal so as not to undermine integrity of the crime scene (as from a man-made disaster) • Be aware of the types of evidentiary material being sought in case debris is located outside of the identified crime scene • Verify and document the separation, processing, and disposal to ensure it follows the prescribed procedures

TYPES OF DEBRIS AND MONITORING CONSIDERATIONS (continued)
FEMA References
• *Public Assistance Guide* (FEMA 322) • *Public Assistance Policy Digest* (FEMA 321) • Title 44 of the Code of Federal Regulations • 9500 Series Policies and Fact Sheets • *Debris Management Guide* (FEMA 325) • *Debris Monitor Field Guide* (FEMA B-587) • *Debris Monitoring Guide* (FEMA 327)

DEBRIS MONITOR RESPONSIBILITIES FOR LOAD TICKETS		
	Monitor Load Ticket Responsibilities	
Load Ticket Information	**Loading Monitor**	**Tower/Site Monitor**
Preprinted ticket number	Not Applicable	Not Applicable
Contract number	Contracts may be identified by a number or name	
Prime contractor's name		
Date	X	
Truck number	X	
Truck driver's name	X	
Vegetation	X	
Construction and Demolition Debris	X	
White Goods	X	
Household Hazardous Waste	X	
Other (required to be described applicable)	X	
Load location	X (GPS or address preferred)	
Loading date/time (departure from collection location)	X	
Loading Site Monitor name/signature	X	
Truck capacity in cubic yards or tons		X
Load size, either cubic yards (percent of capacity) or tons		X
Unloading location		X
Unloading date/time (arrival at disposal site)		X
Tower/Site Monitor name/signature		X

TYPES OF DEBRIS REMOVAL CONTRACTS AND MONITORING CONSIDERATIONS		
Contract Type	**Description of Debris**	**Considerations for Monitoring Operations**
Unit Price Contract	• Used when individual work tasks are known but the total amount of work cannot be verified • Units of work can be measured in terms of weight, volume, or any other quantifiable measure	• Documentation of the location, eligibility, and quantities of debris is essential because the unit price contract is based on an estimate of debris quantities • Closely monitor pick up, transportation, eligibility determination, segregation, staging, reduction, and final disposition • Maintain management of truck/trailer measurements; certify all trucks before use
Lump-Sum Contract	• Used when the scope of work can be identified and quantified; use for a well-defined scope of work with a finite contract period	• Loading monitors must validate that only contract-identified debris is collected • Debris should only be obtained from eligible sources • DMS site monitors should carefully review processing of materials (quantities collected for processing and quantities post-processing) • Document truckloads and debris volumes to make sure final volume matches contract
Time-and-Materials Contract	• Used when the scope of work necessary to achieve an outcome is unknown—contractor is paid for actual time, equipment usage based on hourly rates, and materials used • FEMA typically only provides funding for the first 70 hours of work after a declared disaster using this type of contract; subsequently, applicant should be able to define scope definitely enough to obtain a lump-sum or unit price contract	• Monitoring must be thorough • Inspection reports should be produced every day and should include the following information: ○ Number of hours worked ○ Type and quantity of each type of truck/trailer/equipment used ○ Verification of equipment hours—document active work hours only; "stand-by" time is not eligible for FEMA funding ○ Verification of labor hours compared to equipment hours ○ Document weather conditions as they might affect daily work ○ Monitor production rates for each staging and reduction site ○ Monitor performance ○ Check quantities of debris hauled (cubic yards [CY]) ○ Load tickets can be used as a way of checking contractor efficiency if debris is hauled based on CY

Appendix B: Sample Debris Monitoring Plan and Monitoring Forms

Sample Forms and Tables are intended as guidance and should be modified to meet State and local procurement rules and regulations.

1.0 General

The _____ has entered into a contract with _____ for the purpose of:

- Removing storm-generated debris from _____ rights-of-way and hauling the debris to a temporary debris management site (DMS) for volume reduction and/or to a final disposal site
- Setting up and operating _____ (_) DMS located at _____
- Hauling chips/mulch from the debris volume reduction site(s) to a location of the Debris Manager's choosing

The Debris Manager will be responsible for monitoring the contractor's debris removal and disposal activities using debris monitoring contractor personnel to prepare debris load tickets and oversee the debris removal and disposal contractor's operations.

2.0 Purpose

The purpose of this plan is to outline the debris monitoring responsibilities of the debris monitoring contractor's personnel. This plan is subject to revision based on changing conditions

3.0 Monitoring Operations

The debris removal and disposal contractor will be responsible for removing all eligible debris from maintained street rights-of-way and hauling the debris to designated DMSs.

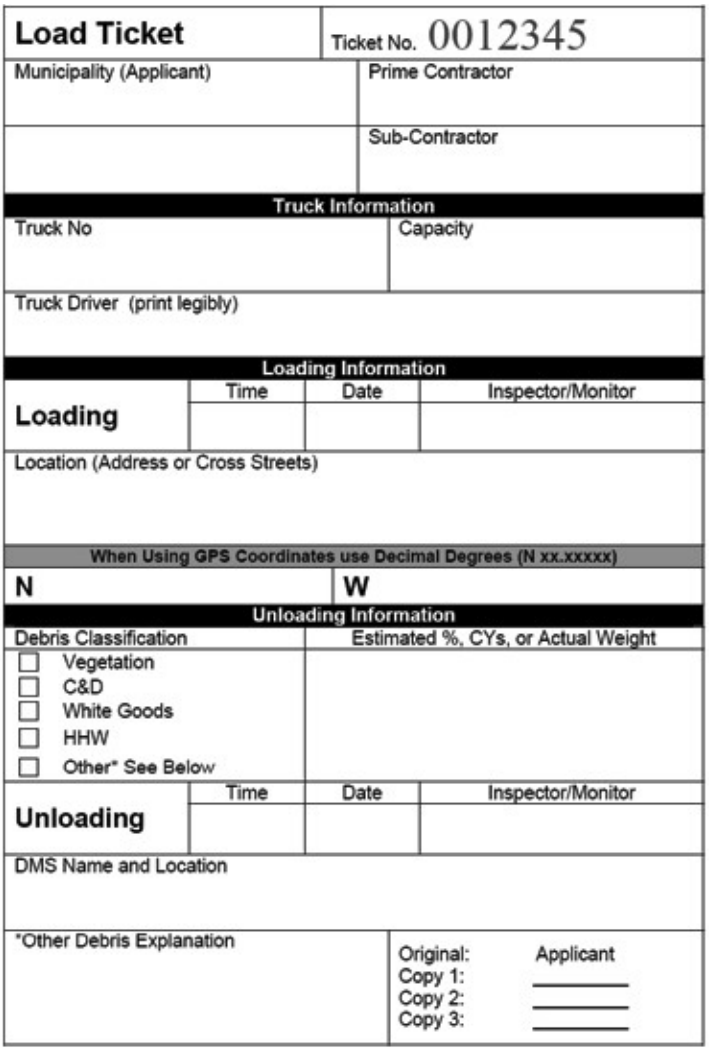
Contractor debris monitoring activities will be controlled by the Contractor's Project Manager located at _____. Phone number is _____.

The debris monitor's work day is expected to be from 7 a.m. to 6 p.m., or a maximum of 10 hours per day, 7 days per week.

Debris monitors will be responsible for initiating debris load tickets at contractor debris loading sites and estimating and recording the quantity of debris, in cubic yards (CY) on debris load tickets of all vehicles entering temporary DMSs (Figure B-1).

3.1 Loading Site Monitors

The loading site monitor is responsible for completing the debris load ticket, the Daily Loading Site Monitor Log, and the Daily Debris Issue Log. Each of these is described below.



Load Ticket	Ticket No. 0012345
Municipality (Applicant)	Prime Contractor
	Sub-Contractor
Truck Information	
Truck No	Capacity
Truck Driver (print legibly)	
Loading Information	
Loading — Time / Date / Inspector/Monitor	
Location (Address or Cross Streets)	
When Using GPS Coordinates use Decimal Degrees (N xx.xxxxx)	
N	W
Unloading Information	
Debris Classification: ☐ Vegetation ☐ C&D ☐ White Goods ☐ HHW ☐ Other* See Below	Estimated %, CYs, or Actual Weight
Unloading — Time / Date / Inspector/Monitor	
DMS Name and Location	
*Other Debris Explanation	Original: Applicant Copy 1: _____ Copy 2: _____ Copy 3: _____

Figure B-1: Sample Debris Load Ticket

Sample Debris Load Ticket

The loading site monitor will complete Section 1 of the load ticket (Figure B-1) for all contractor debris-hauling vehicles. The monitor will keep one copy and give the original and remaining copies to the truck driver. The monitor's copy will be submitted to the debris monitoring contractor's Data Entry Supervisor or designated representative on a daily basis. Load ticket information will be entered into a database by the monitoring contractor's data entry staff.

The loading site monitor should be responsible for initiating load tickets (Figure B-1) where trucks are loaded and verifying the estimated amount of debris hauled at the temporary storage area or landfill. The applicant monitors must provide a list of the measured truck capacities in CY and license plate number of all trucks to be used to move debris upon award of the debris removal contract.

Once a truck is loaded with debris at the loading site, the loading site monitor should fill out a load ticket. The load tickets issued by the loading site monitors are the basis for debris contractor payment. Each item in the load ticket must be completed or the load ticket will not be considered valid.

Sample Daily Debris Loading Site Monitor Log

The Daily Debris Loading Site Monitor Log (Figure B-2) is used by the applicant and/or FEMA debris loading site monitor to collect data at the debris pick-up sites. The loading site monitor monitors the removal and disposal crews at several loading sites. The number of crews monitored will depend on the geographical area and volume of debris.

It is important for the debris loading site monitor to document the pick-up site locations (using addresses, mile-markers, or GPS readings) to ensure that debris being picked up is eligible and contractors are working where they were assigned. When issues arise, they should be documented on the Daily Issues Log (see next section). Each loading site monitor should provide his or her name and company name on the form. The loading site monitor should record any issues noted for that day and provide comments concerning that day's operation; photographs should also be provided as needed. Photographs should be taken of any safety violations or other unusual events affecting the debris operation. The debris loading site monitor should document the type of debris being removed.

Time	Ticket Number	Truck Number	Full Truck Rated Capacity (CY)	Pickup Location	Vegetative Debris	C & D Debris	White Goods/ Metals	Other	Issues or Comments/ Pictures Disc

Figure B-2: Debris Loading Site Monitor Log

Sample Daily Issue Log

The Daily Issue Log (Figure B-3) is used by the applicant and/or FEMA debris loading site monitor to collect data at the location where any issue of significance should be recorded. When documenting information on the Daily Issue Log, the location, monitoring personnel, truck identification data, and details of the issue being resolved should be recorded. For any eligibility or capacity issues, photographs (identified by corresponding numbers on the log sheet) should accompany this log.

Issue Number	Truck Number	Load Ticket	Pick-Up Location	Contractor/ Sub-contractor	Applicant Monitor	Photo/ Disc	Issue/ Resolution

Figure B-3: Daily Issue Log

3.2 Debris Disposal Tower/Site Monitors

Disposal tower/site monitors will be located at the entrance to the DMS or landfill where the inspection tower is located. They will be responsible for estimating and recording the CY of debris in appropriate location on the lower portion of the load ticket (Figure B-1) for all incoming debris-hauling vehicles. The following procedures will be followed:

- The tower/site monitor will be stationed in the inspection tower and estimate the quantity of debris contained in the truck or trailer in CY. Each truck or trailer will have the measured hauling capacity in CY recorded on the side of the truck or trailer. That number should be validated with the quantity stated in appropriate location on the upper portion of the load ticket (Figure B-1).
- The tower/site monitor will record the name and the arrival time of the truck and confirm the type of debris in the truck.
- The tower/site monitor will record the estimated volume of debris contained within the bed of the truck or trailer, in CY, under "Unloading Information" on the load ticket. The monitor must print and sign his/her name in the designated block on the load ticket.

  The tower/site monitor may find it useful to use an estimating table such as shown in Table B-1 and should also refer to the job aid presented in Appendix A: Debris Monitor Guidelines for Estimating Quantities.

Table B-1: Estimating Truck/Trailer Capacity

Truck/Trailer Size - CY	100% CY	90% CY	85% CY	80% CY	75% CY
Note: Truck/trailer without a tailgate is rated at 85 percent of capacity to start.					

- The tower/site monitor will retain the original of the load ticket and give the remaining copies to the truck driver. The original load ticket will be submitted to the monitoring contractor's Data Entry Supervisor or designated representative on a daily basis. Load ticket information will be entered into a database by the monitoring contractor's data entry staff. Load tickets are controlled forms and cannot be lost since they will be used to verify the amount of money paid to the debris reduction site contractor and to the debris hauling contractor.

Sample Daily Debris Site/Monitoring Tower Log

The Daily Debris Tower Log (Figure B-4) on the following page can be used by the applicant and/or FEMA tower/site monitor to record the truck data, document estimates of the load volumes, and describe what types of debris are being brought into the DMS or landfill. Documenting the tower and pick-up site locations is important so that debris can be correlated and tracked. Each tower/site monitor should provide his or her name and company name on the form. The tower/site monitor should record any issues noted for that day and provide

comments concerning that day's operation; photographs should also be provided as needed. Photographs should be taken of any safety violations or other unusual things affecting the debris operation.

Time	Ticket Number	Truck Number	Full Truck Rated Capacity (CY)	Applicant QA Eligible Capacity (% CY/ Wt)	FEMA Eligible Capacity (% CY/ Wt)	Vegetative Debris	C & D Debris	White Goods/ Metals	Other	Issues or Comments/ Pictures Disc

Figure B-4: Daily Debris Tower/Site Monitoring Log

4.0 Truck Certification Form

The applicant should ensure that every truck and trailer to be used in debris removal operations is measured and documented on a Truck Certification Form (Figure B-5). Knowing the hauling capacity of each truck is necessary because debris, specifically vegetative debris, is often hauled and billed by volume. Accurately capturing all the truck capacity information and driver profile information is important; having a FEMA PA representative present when certifying debris trucks is recommended.

Truck documentation should include all trucks to be used, including City/County trucks and trailers. A Truck Certification Form allows the debris monitor to identify the truck itself and its hauling capacity in a standardized manner. The following information should be documented:

- Capacity of hauling bed (CY)
- License plate number
- Truck identification number assigned by the owner
- Brief physical description of the truck
- Photographs

Determining an accurate capacity for each truck is important. Refer to Truck Certification Form Calculation Instructions (on page B-12) for additional information.

The information on the Truck Certification Form should be entered into a database by the data entry staff. Copies of the Truck Certification Form should be on file with the applicant and kept in the truck throughout the operational period.

Debris monitors may need to be trained to measure truck capacities for certification purposes. Recertification of the hauling trucks on a random and periodic basis should be implemented for contract compliance and reimbursement considerations.

Truck Information

Make	Year	Color	License

Truck Measurements

Performed By: _____ **Date:** _____
Volume Calculated By: _____ **Date:** _____
Both Checked By: _____ **Date:** _____

Driver Information

Name: _____
Address: _____
Phone Number: _____

Owner Information

Name: _____
Address: _____
Phone Number: _____
Truck Identification: _____
Truck Capacity: _____

Photo

Figure B-5: Truck Certification Form

Truck Certification Form Calculation Instructions

Instructions to take the necessary dimensions of corner wedge (refer to Figure B-6):

"a": Along the side of the bed, measure the distance from the point where the rounded part of the bed starts, to the front corner of the bed.

"b": Equal to "a."

"c" and "d": Along the side of the bed, mark the point where the rounded part of the bed starts, and along the front of the bed, also mark the point where the rounded part of the bed ends. Run a string between the two points and measure the distance between them; half of that distance is "c" and half of the distance is "d" ("c" and "d" are equal).

"e": Measure the distance from the mid-point of the string that was stretched from the side to the front of the bed in the previous step to the rounded part of the bed.

Extra trailer: The volume calculations for the extra trailer would be simply length x width x height if the extra trailer has a rectangular bed. However, if the extra trailer also has round corners at the front, the volume calculation would be the same as explained above.

Instructions to take the necessary dimensions of round bottom truck (refer to Figure B-6):

"a": The width of the bed.

"b": The depth of the vertical portion (the side) of the bed.

"c" and "d": Both are equal to half the width of the bed.

"e": Run a string between the lower ends of the vertical portions of the bed (the sides), and measure the distance from the mid-point of the string to the bottom of the bed.

NOTE: All dimensions used in the above formulas must be in feet, with inches converted to fractions of feet, using the following conversions (for example, 8 feet, 5 inches should be written as 8.42 feet):

1 inch = .08 foot	7 inches = .58 foot
2 inches = .17 foot	8 inches = .67 foot
3 inches = .25 foot	9 inches = .75 foot
4 inches = .33 foot	10 inches = .83 foot
5 inches = .42 foot	11 inches = .92 foot
6 inches = .50 foot	

DUMP TRUCK

Measurements

Truck Measurements — Length (L) = | Width (W) ft = | Height (H) ft =

Hoist Measurement — $Length_1$ (L_1) ft = | $Length_2$ (L_2) ft = | $WidthH$ (W_H) ft = | $Height_H$ (H_H) ft =

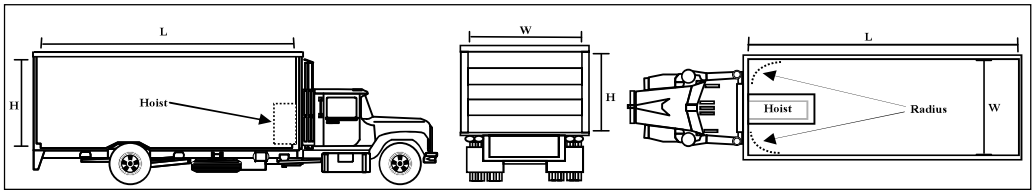
Radius — Radius ft = | Height (H) =

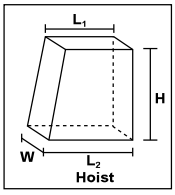
Calculations

Bed Volume (Basic)	(LxWxH)/27 =	+	cyd
Hoist Volume	((L1+L2/2) x W_H x H_H)/27 =	-	cyd
Radius Volume	(3.14xR^2xH)/27 =	-	cyd
	Total =		cyd

Cubic Yards

Truck Measurements





EXTRA TRAILER

Measurements

Truck Measurements (Basic) — Length (L) = | Width (W) ft = | Height (H) ft =

Hoist Measurement — $Length_1$ (L_1) ft = | $Length_2$ (L_2) ft = | $WidthH$ (W_H) ft = | $Height_H$ (H_H) ft =

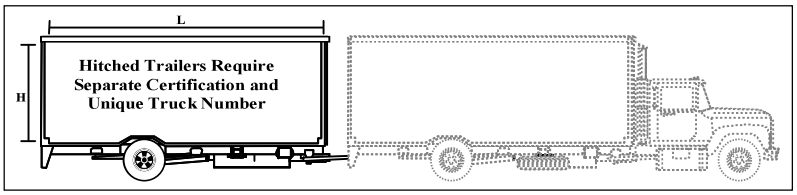
Radius — Radius ft = | Height (H) =

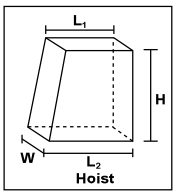
Calculations

Bed Volume (Basic)	(LxWxH)/27 =	+	cyd
Hoist Volume	((L_1+L_2/2) x W_H x H_H) =	-	cyd
Radius Volume	(3.14xR^2xH)/27 =	-	cyd
	Total =		cyd

Cubic Yards

Trailer/Truck Combination





ROUND BOTTOM TRUCK

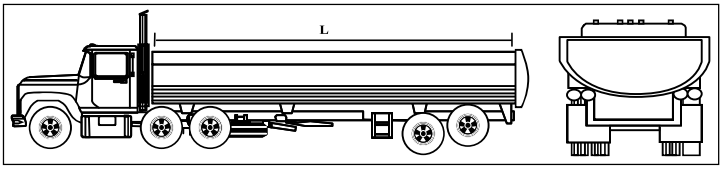
Measurements

Truck Measurements — Length (L) ft = | Diameter (D) ft =

Calculations

Approx. Volume (3.14 x $(D/2)^2$ x L) /27 = cyd (round bottom portion only)

Round Bottom Truck



Cubic Yards

Figure B-6: Truck Dimensions

5.0 Sample Debris Collection Summary Spreadsheet

The Debris Collection Summary Spreadsheet (Figure B-7) is used to capture the total amount and types of debris removed and disposed of, as well as the cost for each. This information may also be helpful to FEMA to validate any debris prediction models that are run, as well as establishing reasonable costs for debris removal.

CY	Unit Price $	CY	Unit Price $	CY	Unit Price $	CY	Unit Price $	Average Haul Distance	Primary Disposal Method	CY to Landfill
Vegetative		C & D		HHW		White Goods				

Figure B-7: Debris Data Collection Summary Spreadsheet

Appendix C: Monitoring Contract Process/Documents

Sample Forms and Tables are intended as guidance and should be modified to meet State and local procurement rules and regulations.

Sample Request for Proposal Cover Letter for Debris Monitoring Services

Date:

Subject: Request for Proposals for Disaster Debris Monitoring

The _____invites qualified firms to respond to this request for proposal (RFP) by providing their qualification and experience for consideration to provide Disaster Debris Monitoring Services on an as-needed basis.

Disaster Debris Monitoring Services

The scope of services shall include, but not be limited, to the following:

The _____ seeks qualified firm(s) to assist in the monitoring of disaster debris collection and disposal operations on behalf of the _____, ensuring compliance with Federal requirements and applicant debris management plans as related to contractor oversight, truck measurements, load ticket preparation and issuing, report preparation, and project administration.

The Debris Monitoring Contractor shall provide personnel to monitor at least _____ debris loading sites and up to _____ personnel to monitor debris management sites (DMS)/disposal sites located in _____. Each site will operate approximately 12 to 14 hours per day, 7 days per week. The exact number and locations of sites will be determined by the Debris Manager.

The Debris Monitoring Contractor's on-site Project Manager shall also assign a field supervisor who will be assigned to provide oversight of up to 10 loading site and tower/site debris monitors.

The Debris Monitoring Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to initiate load tickets at debris loading sites, estimate the volume of debris (in cubic yards,) being delivered by trucks to each DMS/disposal site, and support the operations of the field supervisor(s), debris loading and tower/site monitors, and clerical staff.

Scope of Services for Debris Management to include field supervisors, debris loading monitors, tower/site debris monitors, and clerical staff is at Attachment 1.

The Bid Schedule (Attached) must be completed and submitted with your proposal.

The RFP should be limited to 10 pages and address the following:

- Office location responsible for this project
- Key personnel
- Evidence of satisfactory completion of disaster debris monitoring in the past 5 years at similar jurisdictions
- The scope, project budget, and operational duration (include the firm's contract manager, and phone number and e-mail address for each disaster response or project, if available)
- Summarized past relevant experience for each response should include the following:
- Type of disaster—hurricane, tropical storm, tornado, etc.
- Type of jurisdiction—city, county, district, or combination
- Collection debris monitoring assignments
- DMS debris monitoring assignments
- Final disposal debris monitoring functions
- FEMA reimbursement actions and issue resolution
- List of references
- Knowledge and experience with applicant solid waste regulations and the disaster debris management policies
- Sub-consultant(s)/subcontractors that may be used on this project
- 3-year claims/litigation history and status

Any material received that is not requested may be discarded. Bindery (except removable fasteners) in any form is not preferred, nor is specially prepared covers, dividers, tables of content, organizational charts, reference letters, etc.

The evaluations made as a result of reviewing the above information from each firm will be part of the basis for developing a short list of firms who may be scheduled to make presentations before the Selection/Negotiation Committee (S/NC), and may serve as continuing information for the final ranking.

Selection/Negotiation Process

An S/NC has been appointed by the _____, and will be responsible for recommending the most qualified firm(s) with whom to begin negotiation of an agreement for this project. The process for this procurement is anticipated, but not required, to proceed in the following manner:

Review Of Written Submittals

Each firm should submit documents that provide evidence of capability to provide the Debris Monitoring services required for this project. Each short-listed firm will be contacted via telephone and a follow-up letter advising of date and time for presentations/interviews.

The _____ will not consider oral/written communications, prior to the conclusion of short listing firms, that vary the terms of the submittals.

Presentations/Interviews

The S/NC may provide a list of subject matter for discussion. Each short-listed firm will be given equal time to make presentations, but the question-and-answer time may vary.

All inquiries are to be directed to _____ at _____.

Interested firms should submit four copies of materials that indicate interest and qualifications to:

Submittals MUST BE RECEIVED by the _____ no later than 5:00 p.m. on _____, 20__. Electronically transmitted and late or misdirected submittals will not be accepted.

Signature_____

Attachment 1 – Scope of Services

Attachment 2 – Bid Schedule

This sample is intended as guidance and should be modified to meet state and local procurement rules and regulations.

Sample Scope of Services for Debris Monitoring Services

General

Provide debris monitors and debris monitoring services to assist the City/County with monitoring the operations of the disaster debris removal and disposal contractor(s). The debris monitoring services to be provided are contract compliance supervision and inspection, not professional engineering services. All debris monitoring activities are to be in compliance with current FEMA guidance and local, State, and Federal regulations.

Pre-Event Requirements

Contractor will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems.

Contractor will, at no cost to the City/County:

- Provide City/County full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.
- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.
- Participate in annual workshops or planning meetings with City/ County representative and debris hauling and disposal contractor(s) to establish/review applicable policies and procedures.

Post-Event Requirements

Contractor will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or City/County agencies.

Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.

Contractor shall supply one field supervisor to oversee no more than 10 loading and tower/site debris monitors.

Contractor shall remove and replace employees immediately upon notice from the City/County Debris Manager for conduct or actions not in keeping with this contract.

Personnel Requirement and Responsibilities

Debris Monitoring Field Supervisor

Consultant will provide one debris monitoring field supervisor for no more than 10 debris loading site debris monitors.

Services include, but are not limited to:

- Overseeing and supervising loading site and disposal site debris monitoring activities
- Scheduling debris monitoring resources and deployment timing
- Communicating and coordinating with City/County personnel
- Providing suggestions to improve the efficiency of collection and removal of debris
- Coordinating daily activities and future planning
- Remaining in contact with debris management/dispatch center or supervisor
- Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
- Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
- Documenting and recording measurements and computations
- Documenting truck hauling compartment condition using digital photographs
- Preparing a master log book of all hauling equipment used by the City's debris removal contractor
- Compiling, reconciling, and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s)

Debris Monitors

Consultant will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. Services include, but are not limited to:

Debris Loading Site Monitors

Consultant will perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
- Monitoring collection activity of trucks
- Issuing load tickets at loading site for each load
- Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met and trucks and equipment are operated safely
- Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal
- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mail boxes, etc. to mitigate damage from loading equipment

- Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor)
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area
- Properly monitoring and recording performance and productivity of debris removal crew
- Remaining in regular contact with debris management/dispatch center or supervisor
- Ensuring that loads are contained properly before leaving the loading area
- Ensuring that only eligible debris is collected for loading and hauling
- Ensuring that only debris from approved public areas is loaded for removal
- Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

Debris Tower/Site Monitors

Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations
- Documenting measurements and computations
- Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket
- Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area
- Remaining in regular contact with debris management/dispatch center or field supervisor
- Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel

Clerical/Data Entry Supervisor

Consultant will provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services include, but are not limited to:

- Supervising the preparation of detailed estimates and submitting them to the City/County debris manager
- Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes

- Providing daily, weekly, or other periodic reports for the City/County debris manager noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates

Clerical Staff/Data Entry Clerk

Consultant will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the contractor's information management systems and to respond to specific directions from the data entry supervisor.

Terms

The work shall begin on notice to proceed and continue for no longer than 60 days, unless extended by the City/County with 10 days written notice.

Deployment

Consultant must be prepared to deploy debris monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet requirements of the monitoring contract, consultant shall be prepared to increase the number of debris monitors for the City/County to use as needed.

This sample is intended as guidance and should be modified as appropriate to address the conditions of the operation.

FEMA

FEMA 327
Catalog No. 00000-0

DAP9523.11

FEMA
DISASTER ASSISTANCE POLICY

I. TITLE: **Hazardous Stump Extraction and Removal Eligibility**

II. DATE: MAY 15 2007

III. PURPOSE:

Establish criteria used to reimburse applicants for removing eligible hazardous stumps from public or, where authorized, private property.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all personnel involved in the administration and execution of the Public Assistance Program, including applicants.

V. AUTHORITY:

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

VI. BACKGROUND:

Public Assistance regulations authorize reimbursement for the removal of debris from public and private land when it is in the public interest. Such removal is in the public interest when it is necessary to: eliminate immediate threats to life, public health and safety, or eliminate immediate threats of significant damage to improved public or private property; or to ensure economic recovery of the affected community to the benefit of the community at large. Trees that are uprooted during a disaster event such that all or part of their roots are exposed may pose an immediate threat to public health and safety.

VII. POLICY:

A. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to remove, transport, dispose, and provide fill for the root cavity of an eligible uprooted tree or stump. The Federal Emergency Management Agency (FEMA) will reimburse applicants reasonable costs for this type of work only when uprooted stumps are more than 24 inches in diameter (measured two feet from the ground), with the consensus of the Applicant and the State, and is approved in

FEMA
DISASTER ASSISTANCE POLICY

advance by FEMA, using the attached Hazardous Stump Worksheet.

1. If it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the applicant must submit documentation, to FEMA including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.

2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.

3. FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractors did not extract them from public property or property of eligible Private Non Profit organization). In such instances, applicants do not incur additional cost to remove these stumps because the same equipment that is used to pick up "regular" debris can be used to pick-up these stumps.

4. If an applicant incurs additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to FEMA in advance for consideration.

5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level and the cut portion included with regular vegetative debris.

6. Straightening or bracing of trees is eligible for reimbursement if it is less costly than removal and disposal. Applicant must provide a cost analysis showing cost effectiveness.

VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division)

IX. SUPERSESSION: This policy supersedes Recovery Policy Number 9523.11, Hazard Stump Removal and Extraction Eligibility dated May 6, 2006.

X. REVIEW DATE: Three years from the date of publication.

David Garratt
Acting Assistant Administrator
Disaster Assistance Directorate

Hazardous Stump Worksheet

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative (if available) _____ Signature: _____

State Representative (if available): _____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No	CY	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, on this day personally appeared _____ (Authorized Officer), who being by me duly sworn, deposes and says:

That he/she is the _____ of the corporation/partnership known and styles as _____, duly formed under the laws of the State of _____, on _____,20 __, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.

That _____ (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the procurement of Debris Removal and Disposal Services for the Village of Biscayne Park Florida, to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.

That _____ (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.

That _____ (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.

That _____ (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person who bids on the Project.

That no officer of _____ has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.
That these representations and warranties will be true at the time of the bid opening.

_____
By: _____
Its: _____
Authority Warranted
SWORN TO and subscribed before me this _____ day of _____, 20___.

_____
Notary Public
My Commission Expires

ALM

Discover. Connect. Compete.

Please Remit To:

ALM Media, LLC
PO Box 936174
Atlanta, GA 31193-6174

Daily Business Review
Miami Dade
Customer No: 9008253

VILLAGE OF BISCAYNE PARK
Attention To: ROSEANN PRADO
640 NE 114TH ST
BISCAYNE PARK, FL 33161

Invoice #:	**I0000393157-0412**
Invoice Date:	**04/12/2019**
Due Date:	**Due Upon Receipt**
AMOUNT DUE:	**$63.25**

Amount Remitted

PLEASE RETURN THIS SECTION WITH PAYMENT

TEAR HERE

Daily Business Review

Miami Dade

Invoice Date: 04/12/2019 **Customer #:** 9008253

Invoice #	Description		Amount
I0000393157-0412	**Placement/Position:** Bids/Hearngs/Meetings/Ordinances/Bid Notices & RFPs		$63.25
	Run Dates: 04/12/2019		
	Ad Size: 2 x 3.50 Inches	**Subtotal**	$63.25
	REQUEST FOR PROPOSAL - VILLAGE OF BISCAYNE PARK - RFP NO. 2019-01 - DEBRIS MONITORING SERVICES	**Total Due**	$63.25

Visit our online payment portal at http://almpaymentcenter.com to pay via credit card

For billing questions, please email: ALMcollection@alm.com.

ALM

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MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

REQUEST FOR PROPOSAL - VILLAGE OF BISCAYNE PARK - RFP NO. 2019-01 - DEBRIS MONITORING SERVICES

in the XXXX Court,
was published in said newspaper in the issues of

04/12/2019

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Guillermo García

Sworn to and subscribed before me this
12 day of APRIL, A.D. 2019

Barbara Thomas

(SEAL)
GUILLERMO GARCIA personally known to me

BARBARA THOMAS
Commission # GG 121171
Expires November 2, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

VILLAGE OF BISCAYNE PARK
600 NE 114TH STREET
BISCAYNE PARK, FL 33161
TEL. 305 899 8000
FAX. 305 891 7241

RFP No. 2019-01
REQUEST FOR PROPOSAL

DEBRIS MONITORING SERVICES

The Village of Biscayne Park is soliciting bids for Debris Monitoring Services. The complete RFP bid packet can be found at www.biscayneparkfl.gov. Click on RFP / Bid Postings.
Deadline: Sealed bids are due Friday, May 03, 2019 at 2:00pm.

Roseann Prado, Village Clerk
Published: Friday, April 12, 2019
4/12

19-80/0000393157M

Search Public Notices

Select a county | Category | 0000393157-01 | 04/12/2019 | 04/12/2019 | Search

4/12/2019

VILLAGE OF BISCAYNE PARK
600 NE 114TH STREET
BISCAYNE PARK, FL 33161
TEL. 305 899 8000
FAX. 305 891 7241

RFP No. 2019-01

REQUEST FOR PROPOSAL

DEBRIS MONITORING SERVICES

CATEGORY	Bid Notices RFPs FL
AD NUMBER	0000393157-01

The Village of Biscayne Park is soliciting bids for Debris Monitoring Services. The complete RFP bid packet can be found at www.biscayneparkfl.gov. Click on RFP / Bid Postings.
Deadline: Sealed bids are due Friday, May 03, 2019 at 2:00pm.
Roseann Prado, Village Clerk
Published: Friday, April 12, 2019
4/12 19-80/0000393157M

DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

VILLAGE OF BISCAYNE PARK
OFFICE OF VILLAGE CLERK

RFP 2019-01 DEBRIS MONITORING SERVICE
DUE: 2:00 PM MAY 3, 2019

Prepared by:
DebrisTech, LLC
925 Goodyear Blvd
Picayune, MS 39466

Contact:
Brooks Wallace, P.E.
601-916-1113 (cell)
brooks@debristech.com

Protecting Communities. Leading Recovery.

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DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Transmittal Letter

To Whom It May Concern:

Village of Biscayne, FL

Subject: RFP 2019-01—Debris Monitoring Services

DebrisTech, LLC is a full service debris management firm which is built upon a foundation of experience, knowledge and technology. The team at DebrisTech is comprised of individuals with direct and relevant experience in the field of disaster response and recovery, including disaster debris monitoring. Our principal engineers come to the table with a combined half century of experience in dealing with FEMA, disasters, debris removal, and the necessary management that has to take place within a county or city to navigate the after effects of any kind of storm. In addition, our integral but non-human part of our team, is an Electronic Debris Management System which incorporates cutting edge technology and industry first process automation which serves as a real time audit system for all debris removal operations. The core of our operations is built upon streamlining the recovery process while automating the data collection for reimbursement purposes, ultimately ensuring the entire process operates quickly and efficiently.

Following the aftermath of the 2013 Moore, Oklahoma F5 Tornadoes, FEMA created a Best Practices video that highlighted our Firm's work in that area. One FEMA Official described our operation as "The most effective debris monitoring operation I've seen in the field and believe this could be a model for debris monitoring in the future." The complete video is available for online viewing at: www.fema.gov/media-library/assets/videos/83001

Brooks Wallace, the creator and founder of DebrisTech, and John McNeese, a seasoned and highly capable project manager, will be handling the day to day requirements of your project as representatives of DebrisTech. DebrisTech is serving as Debris Monitor in Georgia and Florida. After the last 3 major hurricanes, DebrisTech has fully responded to, 7 contract activations in Georgia and 7 contract activation in Florida, within 48 hours. DebrisTech is prepared to do the same for the City of Parkland.

The terms of this proposal are valid for ninety (90) days from the deadline of the proposal. Please feel free to contact me directly, as the main point of contact and authorized negotiator, on my cell phone, 601-916-1113, or by email, brooks@debristech.com.

Thank you,

Brooks R. Wallace, P.E., President

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

5 Reasons Why DebrisTech is the Best Solution

1. Recent, Relevant Experience

DebrisTech, LLC is a full service Debris Monitoring service provider, solely focused on providing it's Clients with a personalized and professional debris monitoring solution. Based in Picayune, MS, DebrisTech provides Debris Monitoring Services to clients across the United States.. **In the last 2 years, DebrisTech provided Debris Monitoring Services to 26 Clients in 8 different States, and Puerto Rico, in response to 4 Federally Declared Disasters.** Our experience is very recent and very relevant to the scope of services outlined in the RFP.

2. Cutting Edge Technology

DebrisTech has the most innovative, advanced, user friendly Automated Debris Management System (ADMS) in the industry. **Using an ADMS eliminates the manual labor, human error, and potential fraudulent activities associated with the traditional paper ticket system**. The DebrisTech ADMS has many different Fraud and Abuse countermeasures to protect the client from potential costly de-obligations. This is why many entities are requiring the use of an ADMS and not allowing the traditional paper ticket system. Our system was developed and coded in house, by people with direct experience with the debris monitoring process. Our system is the only system in the industry that has a 3 point scan, with pictures, GPS coordinates and timestamps included at every stage of the debris removal process, all delivered to our Clients in Real Time. Along with these features the DebrisTech ADMS has the ability to identify the entity where it's being operated. Using the Client's shape file each device can identify its location and determine if a ticket should issued or not. If the device is outside of the Client or within an unauthorized city it will not allow a ticket to be issues for the load. This prevents one entity from paying for debris that is not their responsibility. **Also, as mentioned in the Proposal Cover Letter, FEMA made a Best Practices Video following the 2013 Moore, Oklahoma F5 Tornado that featured our system.**

3. Simple, Competitive Pricing

DebrisTech's pricing structure is very simple and very straightforward. The use of our Automated Debris Management System (ADMS) is included in the rates listed in our proposal. **Most of our competitors have additional hourly charges if the Client wants to use an ADMS**. Also, there are some positions listed on the price proposal form that are not necessary when using the DebrisTech's ADMS. **Not utilizing these positions will certainly result in a cost savings to the Client**.

4. Innovative Right-of-Entry Module

DebrisTech's Right of Entry Module is seamlessly integrated into the DebrisTech ADMS. Our ROE System simplifies the entire ROE process by tracking each property from the Application Phase to the Final Inspection and Closeout Phase. **Our system was developed and implemented for Moore, Oklahoma in 2013 and was the model for Louisiana following the 2016 Floods**. Not all disasters qualify for ROE assistance. However, we have the knowledge and experience to request and implement the program when the Disaster Specific Guidance permits.

5. Personal Attention, Unmatched Service

DebrisTech takes pride in cultivating personal, lasting relationships with our Clients. We realize that most of our Clients call on us during times of distress, and we recognize the tremendous responsibility associated with accurately and thoroughly documenting the debris removal process. This is why one of our Principals will always be on site during the startup phase of the project. For most Clients, Debris Removal is the single largest expense resulting from a natural disaster. Improper or incomplete Debris Monitoring can potentially cost the Client millions in reimbursements. DebrisTech is committed to providing the attention and service that is second to none.

Executive Summary

Company Information

DebrisTech, LLC

925 Goodyear Blvd.,Picayune, MS 39466

Fax: 601-658-9656

Authorized Negotiator and Point of Contact:

Brooks Wallace, President

Email: brooks@debristech.com

Cell Phone: 601-916-1113

DebrisTech is qualified to meet all the described scope of work for debris monitoring. From our headquarters, in Picayune Mississippi, we have responded to 26 clients, in 9 states/territories, in only the last 2 years. DebrisTech has an experienced upper management staff of 24 qualified and experienced project managers, and operations managers ready to work for Baker County in times of disaster recovery. In the event of a disaster, DebrisTech would operate from one of its mobile command centers until local offices are available to rent. DebrisTech would have one of the 3 project managers mentioned in this proposal made available , to the County, to oversee debris monitoring operations. Along with the project manager, the Village of Biscayne Bay would have a principal of DebrisTech there to speak and make decisions on the company's behalf. DebrisTech prides itself in being a local hirer. By hiring members of the local work force and training them before a major storm hits, we can be ready immediately after the first push is make to begin documenting removal effort from the right of way.

DebrisTech is the sole owner and developer of its ADMS. There is not another system like it in the industry. All DebrisTech Devices are stored in Picayune, MS. Currently DebrisTech maintains 550 devices ready to be deployed at a moments notice. The software of the ADMS is developed, updated, and maintained by DebrisTech at its headquarters. DebrisTech has the ability to customize each database to meet the specific needs of any client in any situation.

DebrisTech, LLC has no previous or existing conflict of interest relative to the performance of this RFP and will not give any gift in the form of future employment, economic opportunity, or gift of any kind to in connection with this procurement.

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Company Profile

DebrisTech, LLC

When a major disaster strikes, it is critical that response and recovery efforts be carried out quickly, safely, and efficiently. By utilizing electronic debris tracking technology and partnerships with industry leaders, DebrisTech is able to provide instantaneous, detailed, and accurate tracking information on debris removal and disposal – helping those those affected find stability, recovery, and reimbursement as quickly as possible.

Since 2010, our Electronic Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Debris Removal Monitors equipped with our patented tracking devices keep a bullet-proof digital record from start to finish.

Modeled after proven debris monitoring methods, DebrisTech replaces hand written tickets with real time data collection devices, raising the bar for documentation and security. Built-in automated fraud detection and audit tools reduce the risk of fraudulent activities and minimize the potential of costly de-obligations. The system can also provide real time access to agencies, such as FEMA or the Inspector General, so that auditors can begin their task early… which means quicker reimbursement, and quicker recovery.

Brooks Wallace, P.E. is the Managing Member of DebrisTech, LLC. DebrisTech is a Mississippi Limited Liability Corporation authorized to perform business in the State of Florida. The federal identification number is 27-3362906.

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Debris Removal Monitoring Services which ensure:

- Efficiency
- Accuracy
- Cost Effectiveness
- FEMA Compliance
- Safety
- Equity

FEMA Compliance

Monitoring the debris removal process from site loading to disposal with electronic tracking ensuring FEMA COMPLIANCE. Accurate documentation of debris removal and disposal operations and eligible associated costs is essential for any and all grant reimbursements from FEMA. DebrisTech's Debris Monitoring System Documentation will verify to FEMA that your debris removal operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in absolute compliance with all regulatory requirements. Our debris monitors understand FEMA policies and guidelines, including eligibility issues and specifically those relating to debris. However, each disaster is unique and we will work with you and FEMA to develop any specific protocols necessary for your particular situation.

DebrisTech will Identify possible health/safety risks, verify operational compliance with FEMA eligibility criteria, check debris loading, staging, reduction, and disposal sites to ensure compliance with PA eligibility criteria, validate truck and trailer capacity certifications, evaluate operational efficiency , and oversee documentation requirements as outlined by FEMA. Our goal is to handle all monitoring of the debris removal process to ensure all guidelines are followed and your operations meet FEMA eligibility requirements.

Section 1 : Offeror's Identifying information

DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Offeror Identifying Information

1. Name and address of Offering Firm.

DebrisTech, LLC is Headquartered at 925 Goodyear Blvd.,Picayune, MS 39466

2. Type of Business.

DebrisTech, LLC is a Mississippi Limited Liability Company.

3. Place of Incorporation.

DebrisTech, LLC is a Mississippi Limited Liability Company.

4. Name and Location of major office and other facilities related to the Offeror's performance under this RFP.

DebrisTech, LLC is Headquartered at 925 Goodyear Blvd.,Picayune, MS 39466. Once the contract has been activated, DebrisTech will rent a local office to provide the village wit the best possible service during the recovery period. The practice of renting, or bringing, an office space is a standard part of the DebrisTech response plan that has been employed for every client.

5. Name Address, contact information of Offeror's Principal Contact

925 Goodyear Blvd.,Picayune, MS 39466

Fax: 601-658-9656

Authorized Negotiator and Point of Contact:

Brooks Wallace, President

Email: brooks@debristech.com

Cell Phone: 601-916-1113

6.Offeror's FEIN

27-3362906

7. Contact information for those who will perform services on this project.

Brooks Wallace, President

Tyler Williamson, Operations Manager

John McNeese, Project Manager

These individuals are all based out of the DebrisTech Headquarters at 925 Goodyear Blvd.,Picayune, MS 39466.

8. List the contracts your organization has underway at this time. Include the following: Name of Project, Contract Amount, Project Description, Owner's Name/Address and Phone Number.

Name	Amount	Description	Address	Phone Number
City of Panama City, FL	$450,000.00	Debris Monitoring	501 Harrison Ave, Panama City, FL 32401	850-872-3000
Bay County, FL	$1,500,000.00	Debris Monitoring	840 W 11th St, Panama City, FL 32401	(850) 784-6149
Puerto Rico - DTOP	$17,800,000.0	Debris Monitoring	Avenida José de Diego, San Juan, 00907, Puerto Rico	787-722-2929 ext3034
Puerto Rico - DRD	TBD	Debris Monitoring	Calle Los Ángeles, San Juan, 00909, Puerto Rico	787-721-2800
Wiregrass Electirc	$167,000.00	Debris Monitoring	6167 Fortner St, Dothan, AL 36305	(334) 712-0714
Mitchell County, GA	$46,000.00	Debris Monitoring	26 N Court Ave, Camilla, GA 31730	(229) 336-2000
City of Columbus, MS	TBD	Debris Monitoring	523 Main St, Columbus, MS 39701	(662) 328-7021
Baker County, GA	TBD	Debris Monitoring	167 Baker Place, Newton, GA 39870	(229)734-3000

First National Bank Of Picayune

"Your Hometown Bank"
Since 1947

October 5, 2018

RE: DebrisTech, LLC

To Whom It May Concern:

This is to confirm that the above referenced customer is a valued borrower and depositor of the bank. We have handled various financial needs of this customer since the company's inception.

The borrower currently maintains a $3,600,000.00 business line of credit and a business demand deposit account. Both accounts are handled in a satisfactory manner.

With this letter, we can also confirm that the accounts held and the transactions made by the customer have all been to our satisfaction. During the transactions and operations with our bank, we have not faced any problems of any sort and would entertain future requests from this customer in a most favorable manner.

Should there be any questions, please do not hesitate to call.

David B. Hemeter, President
First National Bank of Picayune
dbhemeter@fnbop.com

FROM THE DESK OF DAVID B. HEMETER, PRESIDENT
FIRST NATIONAL BANK OF PICAYUNE
121 East Canal Street, P.O. Box 848, Picayune, MS 39466
PHONE (601)749-3200 FAX (601)798-4796

BXS INSURANCE
A SUBSIDIARY OF BANCORPSOUTH BANK

April 5, 2019

RE: DebrisTech, LLC

To Whom It May Concern:

Per your request for evidence of bond ability, this letter is to advise you that DebrisTech, LLC is set up for bonding with NAS Surety Group.

Our company represents DebrisTech, LLC for all their bonding needs and has found them to be an outstanding client. Based on their past experience, we will consider single jobs of $30,000,000 with an aggregate program of $50,000,000.

As this is a letter of recommendation and not a bond, BXS Insurance, NAS Surety Group, their agents and owners accept no liability for its contents. The Surety reserves the right to review each submission and base their final decision upon normal underwriting requirements and conditions, which exist at the time of the bond request.

If I can be of additional assistance, please do not hesitate to call.

Sincerely,

David R. Fortenberry
Vice-President

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DEBRISTECH, LLC

D-U-N-S® 07-869-3755

Single
925 Goodyear Blvd,
Picayune, MS 39466

Phone 601 658-9598

PG Report

Purchase Date: 09/10/2018
Last Update Date: 08/25/2018
Attention: 267177976

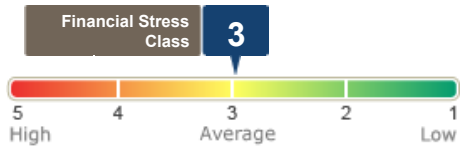
Executive Summary

Company Info

Year Started	2010
Employees	4

Predictive Analytics

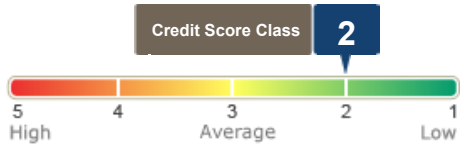
Financial Stress Class



The Financial Stress Class of 3 for this company shows that firms with this class had a failure rate of 0.24% (24 per 10,000).

Financial Stress Class	3
Financial Stress Score	1,490
Highest Risk	1,001
Lowest Risk	1,875

Credit Score Class



The Credit Score class of 2 for this company shows that 2.50% of firms with this classification paid one or more bills severely delinquent.

Credit Score Class	2
Credit Score	574
Highest Risk	101
Lowest Risk	670

D&B Viability Rating

D&B Viability Rating: 3 2 B K

Supplier Evaluation Risk Rating

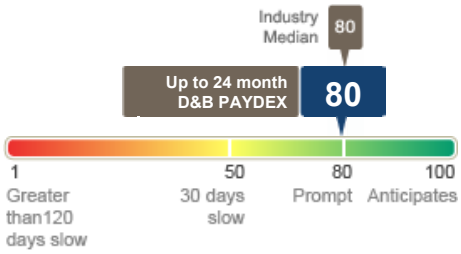
Risk Rating

D&B Rating

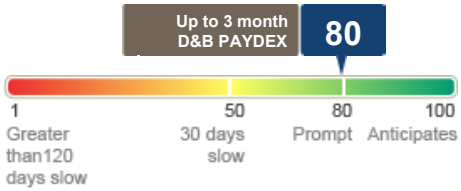
D&B Rating: --

D&B PAYDEX®

Up to 24 month D&B PAYDEX



Up to 3 month D&B PAYDEX



Credit Limit Recommendation

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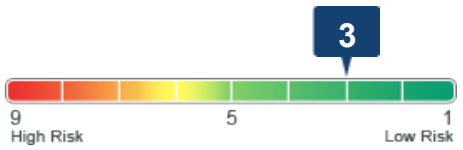
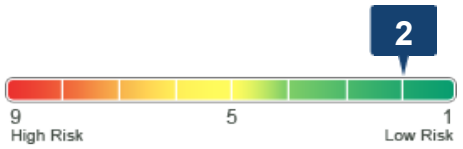
3

Viability Score



2

Portfolio Comparison



B

Data Depth Indicator

K

Company Profile

Financial Data	Trade Payments	Company Size	Years in Business
Not Available	Available (3+Trade)	Small	Established

Risk Category

Conservative Credit Limit	$2,500
Aggressive Credit Limit	$10,000

Supplier Risk Data

Supplier Evaluation Risk Rating

Probability of Ceased Operations/Becoming Inactive

The probability of ceased operations/becoming inactive indicates what percent of U.S. businesses is expected to cease operations or become inactive over next 12 months.

Probability of Supplier Ceased Operations/Becoming Inactive	2.1%
Average Probability of Supplier Ceased Operations/Becoming Inactive	5.6%
% of US Businesses with SER Rating	15%

Business Information

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Business Summary

SIC	8748 Business consulting services
NAICS	541618 Other Management Consulting Services
History Status	INCOMPLETE

Credit Capacity Summary

D&B Rating --

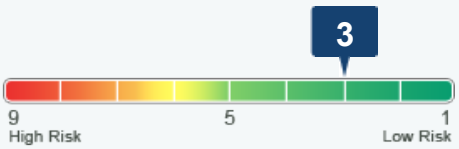
Prior D&B Rating	--
Rating Date	12/05/2012

Payment Activity (based on 8 experiences)	USD
Average High Credit	$10,125
Highest Credit	20,000
Total Highest Credit	20,550

D&B Viability Rating

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will no longer be in business within the next 12 months.

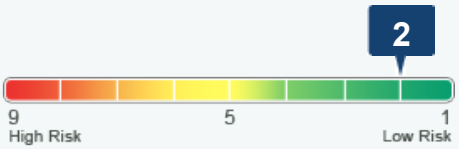
3 Viability Score



Compared to All US Businesses within D&B Database:

- Level of risk: **Low Risk**
- Businesses ranked 3 have a probability of becoming no longer viable: **3%**
- Percentage of businesses ranked 3: **15%**
- Across all US businesses, the average probability of becoming no longer viable: **14%**

2 Portfolio Comparison

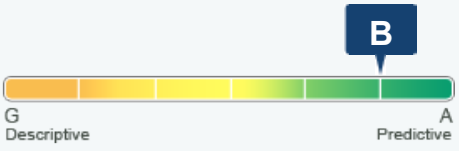


Compared to all Businesses within the same MODEL SEGMENT:

Model Segment: **Established Trade Payments**

- Level of risk: **Low Risk**
- Businesses ranked 2 within this model segment have a probability of becoming no longer viable: **3%**
- Percentage of businesses ranked 2 within this model segment: **16%**
- Within this model segment, the average probability of becoming no longer viable: **5%**

B Data Depth Indicator



Data Depth Indicator Details:

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✓ Rich Firmographics
✓ Extensive Commercial Trading Activity
✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.
You have the ability to influence the confidence of the viability assessment by asking the business to report more information to D&B at https://iupdate.dnb.com/iUpdate/

K

Company Profile

Financial Data	Trade Payments	Company Size	Years in Business
Not Available	**Available** (3+Trade)	**Small**	**Established**

Company Profile Details:

- Financial Data: **Not Available**
- Trade Payments: **Available** (3+Trade)
- Business Size: **Small** (Employees: <10 and Sales: <$10K or Missing)
- Years in Business: **Established** (5+)

Business History

Officers	BROOKS WALLACE, MNG MBR; LES DUNGAN, MBR; JEFF DUNDAN, MBR; LEE MOCK, MBR

As of 08/25/2018

The Mississippi Secretary of State business registrations file showed that Debristech, LLC was registered as a Limited Liability Company on August 20, 2010.

Ownership information provided verbally by Brooks Wallace, Mng Mbr, on Dec 05 2012.

Business started 2010.

BROOKS WALLACE. Antecedents are undetermined.

LES DUNGAN. Antecedents are undetermined.

JEFF DUNDAN. Antecedents are undetermined.

LEE MOCK. Antecedents are undetermined.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF Sep 02 2018:

Registered Name	DEBRISTECH, LLC	Registration ID	970642
Business Type	DOMESTIC LIMITED LIABILITY CO	Status	GOOD STANDING
State of Incorporation	MISSISSIPPI	Where Filed	SECRETARY OF STATE/CORPORATION DIVISION , JACKSON , MS
Filing Date	08/20/2010	Registered Agent	WALLACE, BROOKS 925 GOODYEAR BOULEVARD, PICAYUNE, MS 394660000

Principals

Name	Title
BROOKS R. WALLACE	MANAGER

925 GOODYEAR BOULEVARD, PICAYUNE, 394660000, MS

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Government Activity Summary

Activity Summary

Borrower	No
Administrative Debt	No
Grantee	No
Party Excluded from Federal Programs	No
Public Company	N/A
Congressional District	04
Contractor	No
Importer/Exporter	N/A

Possible candidate for socioeconomic program consideration

Labor Surplus Area	N/A	Small Disadvantaged	Yes
Small Business	YES (2018)	HUB-Zoned Certified	No
Women Owned	N/A	Historically Under Utilized	No
Minority Owned	N/A	Veteran Owned	No
Disadvantaged Business Enterprise	No	Vietnam Veteran Owned	No
Ethnicity Classification	N/A	Disabled Owned	No
		Historical College Classification	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Operations Data

As of 08/25/2018

Description: Provides business consulting services (100%).

Sells to government. Territory : United States.

Employees: 4 which includes partners.

Facilities: Occupies premises in a building.

Industry Data

SIC

Code	Description
87480000	Business consulting, nec

NAICS

Code	Description
541618	Other Management Consulting Services

Federal Information

Reported US Government Contract Actions

After a search of our files, we find that no government activity has been reported in this section.

Reported Federal Loans and Loan Guarantees

After a search of our files, we find that no government activity has been reported in this section.

Claims, Fees, Fines, Overpayments, Penalties and Other Misc. Reported Debts to Federal Agencies

After a search of our files, we find that no government activity has been reported in this section.

Reported Party Excluded From Federal Program(s)

After a search of our files, we find that no government activity has been reported in this section.

Reported U.S. Government Grants Awards

After a search of our files, we find that no government activity has been reported in this section.

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Financial Statements

Key Business Ratios (Based on 23 establishments)

D&B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales	UN	5.6	UN
Return on Net Worth	UN	27.0	UN
Short Term Solvency			
Current Ratio	UN	4.2	UN
Quick Ratio	UN	3.9	UN
Efficiency			
Assets Sales	UN	42.6	UN
Sales / Net Working Capital	UN	4.7	UN
Utilization			
Total Liabs / Net Worth	UN	48.0	UN

Most Recent Financial Statement

As of 08/25/2018

The name and address of this business have been confirmed by D&B using available sources.

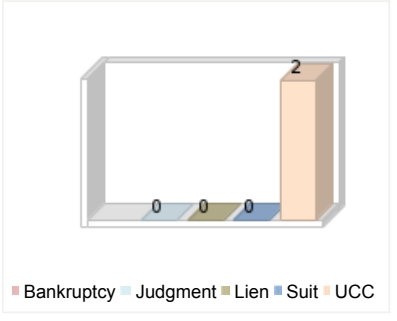
Indicators

Public Filings Summary

The following data includes both open and closed filings found in D&B's database on this company

Record Type	No. of Records	Most Recent Filing Date
Judgment	0	
Lien	0	
Suit	0	
UCC	2	02/14/2018

Public Filings



The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

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Full Filings

UCC Filings

Collateral	Accounts receivable - Account(s)	Latest Info Received	07/18/2017
Filing No.	20172326970A	Type	Original
Where Filed	UCC DIVISION, JACKSON, MS	Date Filed	07/06/2017
Secured Party	FIRST NATIONAL BANK OF PICAYUNE, PICAYUNE, MS		
Debtor	DEBRISTECH, LLC		

Filing No.	20182529410A	Latest Info Received	02/20/2018
Where Filed	UCC DIVISION, JACKSON, MS	Type	Original
Secured Party	FIRST NATIONAL BANK OF PICAYUNE, PICAYUNE, MS	Date Filed	02/14/2018
Debtor	DEBRISTECH, LLC		

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.
Additional UCC and SLJ filings for this company can be found by conducting a more detailed search in our Public Records Database.

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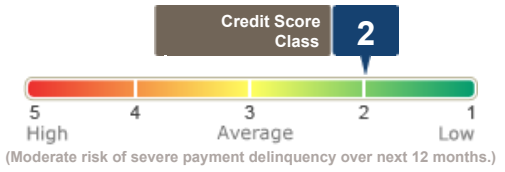
Commercial Credit Score

Summary

Credit Score Class



(Moderate risk of severe payment delinquency over next 12 months.)

Incidence of Delinquent Payment

Among Companies with This Class	2.50%
Average Compared to All Businesses	10.20%
Credit Score Percentile	89
Credit Score	574
Number of Payment Experiences	8

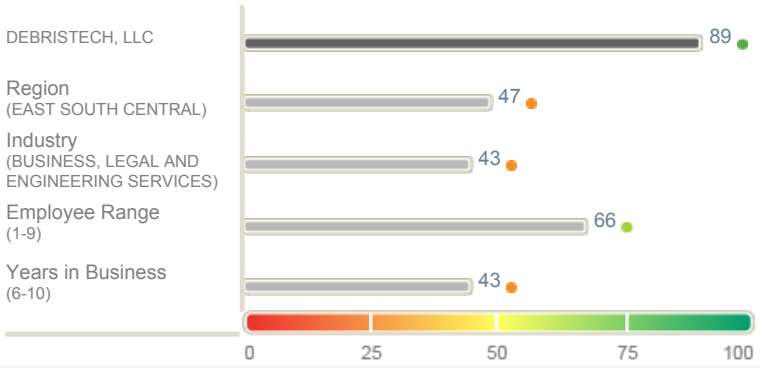
Key Factors

- Limited time under present management control
- Higher risk industry based on delinquency rates for this industry

Notes:

- The Credit Score Class indicates that this firm shares some of the same business and payment characteristics of other companies with this classification. It does not mean the firm will necessarily experience delinquency.
- The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.
- The Credit Score Percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
- The Credit Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Credit Score Percentile Norms Comparison



- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

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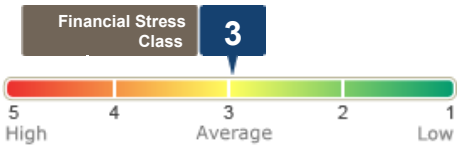
Financial Stress Score

Summary

Financial Stress Class



Financial Stress Score Percentile

Financial Stress National Percentile	58
Financial Stress Score	1490
Probability of Failure with This Score	0.24%
Failure per 10K	24/10,000
Average Failure Rate within D&B database	0.48%
Failure per 10K	48/10,000
Number of Payment Experiences	8

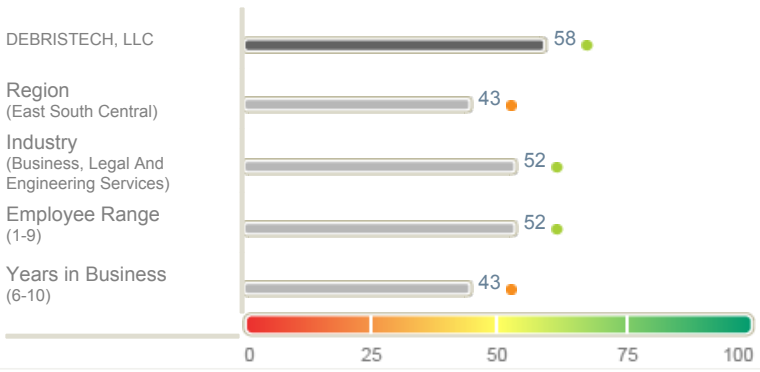
Key Factors

- Limited time under present management control
- Higher risk legal structure.
- UCC Filings reported.

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The probability of failure shows the percentage of firms in a given percentile that discontinue operations with loss to creditors. The average probability of failure is based on businesses in D&B's database and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Financial Stress Percentile Comparison



- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

Advanced Paydex + CLR

D&B PAYDEX®

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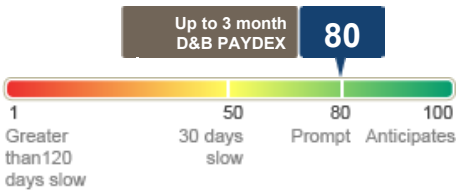
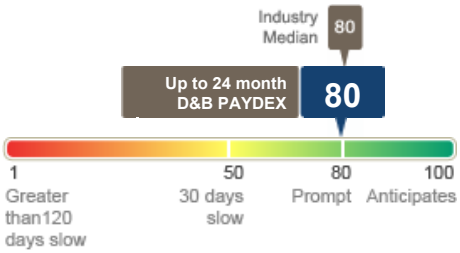
Shows the D&B PAYDEX scores as calculated up to 3 months and up to 24 months of payment experiences.

Up to 3 month D&B PAYDEX



When weighted by dollar amount, payments to suppliers average Within terms. Based on payments collected over last 3 months.

Up to 24 month D&B PAYDEX



When weighted by dollar amount, payments to suppliers average generally within terms. Based on payments collected up to 24 months.

When weighted by dollar amount, the industry average is GENERALLY WITHIN terms.

- High risk of late payment (average 30 to 120 days beyond terms)
- Medium risk of late payment (average 30 days or less beyond terms)
- Low risk of late payment (average prompt to 30+ days sooner)

Payment Trend	unchanged *	Total Payment Experiences for the HQ	8	Highest Now Owing	$7,500
Payments Within Terms	100%	Total Placed for Collection	0	Highest Past Due	$0
Average High Credit	$10,125	Largest High Credit	$20,000		

* compared to payments three months ago

Credit Limit Recommendation

Risk Category

Recommendation Date	09/10/2018
Conservative Credit Limit	$2,500
Aggressive Credit Limit	$10,000

Key Factor

Risk is assessed using D&B's scoring methodology and is one factor used to create the recommended limits

PAYDEX Yearly Trend

Shows PAYDEX scores of this Business compared to the Primary Industry from each of the last four quarters.
The Primary Industry is Business consulting services, based on SIC code 8748.

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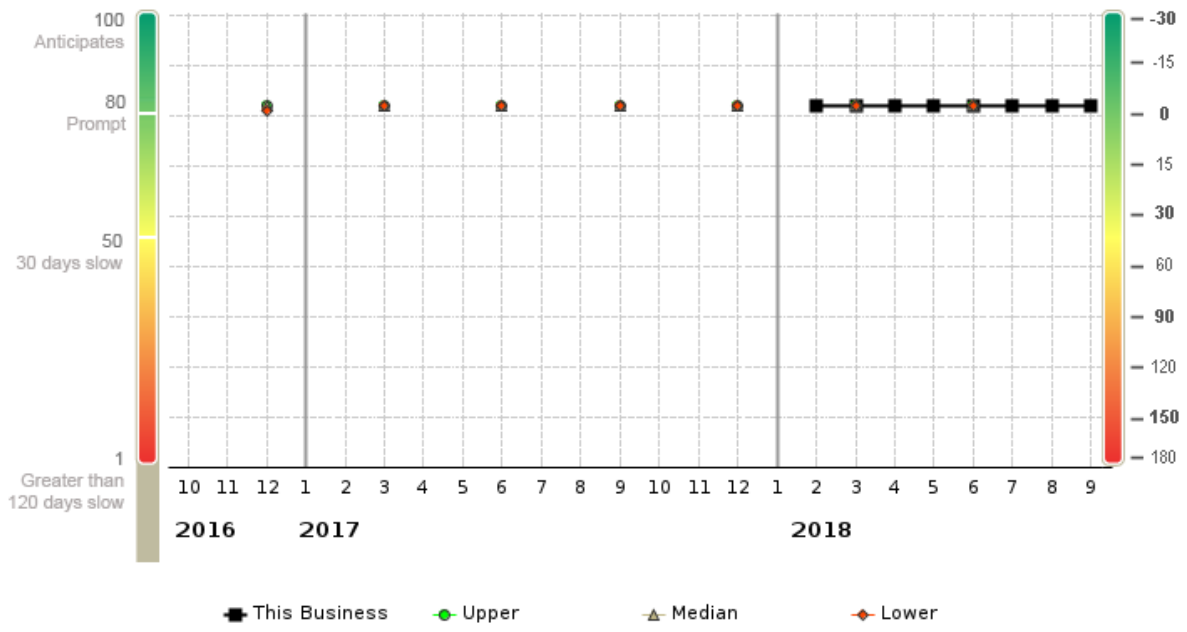

This Business																	80	80	80	80	80	80	80	80
Industry Quartiles																								
Upper			80			80			80			80			80			80			80			
Median			80			80			80			80			80			80			80			
Lower			79			80			80			80			80			80			80			

Note

- Current PAYDEX® for this Business is 80, or equal to generally within terms.
- The 24 month high paydex is 80.0, or equal to GENERALLY WITHIN terms.
- The 24 month low paydex is 80.0, or equal to GENERALLY WITHIN terms.
- Industry upper quartile represents the performance of the payers in the 75th percentile.
- Industry lower quartile represents the performance of the payers in the 25th percentile.

Payment Habits

Credit Extended	% of Payments Within Terms	No. of Payment Experiences	Total Amount USD
Over $100,000	0%	0	$0
50,000-100,000	0%	0	0
15,000-49,999	100%	1	20,000
5,000-14,999	0%	0	0
1,000-4,999	0%	0	0
Under 1,000	100%	1	250

Based on up to 24 months of payments

Payment Summary

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

There are 8 payment experiences in D&B's file, with 3 experiences reported during the last three month period.
The highest Now Owes on file is $7,500. The highest Past Due on file is $0.

All Industries

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Industries	Total Received	Total Amounts	Largest High Credit	Within Terms (%)	Days Slow (%)			
					0-30	31-60	61-90	90+
Telephone communictns	1	$20,000	$20,000	100	0	0	0	0
Data processing svcs	1	250	250	100	0	0	0	0

Other Payment Categories

Category	Total Received	Total Dollar Amounts	Largest High Credit
Cash experiences	6	$300	$50
Payment record unknown	0	0	0
Unfavorable comments	0	0	0
Placed for Collection	0	0	0

Detailed Payment History

Date Reported	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale within(months)
July 2018	Ppt	$20,000	$7,500	$0	N/A	1
	Ppt	250	250	0	N/A	1
	(003)	50	0	0	Cash account	1
May 2018	(004)	50	0	0	Cash account	2-3
	(005)	50	0	0	Cash account	1
April 2018	(006)	50	0	0	Cash account	1
December 2017	(007)	50	0	0	Cash account	6-12
September 2017	(008)	50	0	0	Cash account	4-5

Lines shown in red are 30 or more days beyond terms

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

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Section 2 : Offeror's Organization Experience

DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Section 2: Offeror's Organization Experience

Documentation of Experience

DebrisTech has helped communities across the country pick up the pieces after major disasters. Our team members have lived through hurricanes and other disasters, and we've seen first-hand what it means to a community and its residents. Our mission is to alleviate the burden of monitoring the process of the debris removal so that the leaders and residents of stricken communities can focus on each other and begin to heal, and ensuring that all costs incurred are eligible for reimbursement by FEMA. Debris removal monitoring is a very engaged process requiring focus and understanding of many areas of operation and federal guidelines. DebrisTech fully understands that these areas include:

- Understanding of Removal Contracts and Reimbursements
- Accurate and Objective Estimation of Debris Quantities
- Understanding of All Phases of Debris Management Operations
- Knowledge of Loading Sites, DMSs, and Final Disposition Sites
- Accurate Differentiation of Debris Types
- Adherence to and Understanding of Site Safety Procedures
- Effective and Efficient Communication
- Experience and Knowledge of Construction Machinery

Let our experience and understanding work for you.

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Recent Experience & References

Event	Client	Point of Contact	Title	Contact
Feb 2019 Tornado	City of Columbus, MS	Casey Bush	Public Works Director	(662) 329-5116
2018/19 Hurricane Michael	Wiregrass Electric Coop	Jason Thrash	Project Engineer	(334) 712-0714
	Lee County, GA	Mike Sistrunk	Co-County Manager	(229) 759-6000
	Miller County, GA	Corey Thomas	Deputy EMA Director	229-758-4122
	Mitchell County, GA	Clark Harrell	County Administrator	229-336-2000
Hurricane Florence 2018	Pamlico County, NC	Tim Buck	County Manager	252-745-3133
	Town of Hope Mills, NC	Melissa Adams	Town Manager	910-426-4114
	Cape Carteret, NC	Zachary Steffey	Town Manager	252-393-8483
Hurricane Maria 2017	Puerto Rico Department of Transportation and Public Works	Ing. Emilio Garay Vega; PE, RPA	Special Assistant to the Executive Director of DTOP	787-722-2929 ext. 3034
	Puerto Rico Aqueduct and Sewer Authority	Arnoldo Colon Maldonado	Corporate & Strategic Planning Vice President	787-620-2277 ext. 2412
Hurricane Irma 2017	McIntosh County, GA	Adam Popwell III	County Attorney	912-437-2181
	Forsyth County, GA	Chris Grimes	EMA Director	770-205-5674
	Bibb County, GA	Spencer Hawkins	Emergency Mgt	478-832-6300
	Jacksonville Beach, FL	Ty Edwards	Public Works Director	904-226-3811
Hurricane Harvey 2017	Matagorda Co., TX	Kristen Kubecka	County Auditor	979-244-7614
Tennessee Straight Line Winds 2017	City of Memphis, TN	Phillip Davis	Deputy Director of Solid Waste	901-576-6872
Mississippi Straight Line Winds 2017	Holmes County, MS	Charlie Joiner	County Administrator	662-834-0911
	City of Durant, MS	Tasha Davis	Mayor	662-653-3221
	Yazoo County, MS	Donna Kraft	County Administrator	662-746-8668
	Montgomery County	Ryan Wood	Chancery Clerk	662-283-2333
Jan 2017 Tornado	City of Hattiesburg	Larry Barnes	Public Works Director	601-545-4545
	Lamar County	Joseph Waits	County Administrator	601-794-1008
Hurricane Matthew 2016	Jacksonville Beach, FL	Ty Edwards	Public Works Director	904-226-3811
	Atlantic Beach, FL	Don Jacobovitz	Public Works Director	386-916-7381
	McIntosh County, GA	Adam Popwell III	County Attorney	912-437-2181
Summer Floods 2016	Tangipahoa Parish, LA	Wesley Danna	Parish Supervisor	985-474-1003
	City of Central, LA	Jr. Shelton	Mayor	225-936-9687
	City of Baker, LA	Darnell Waites	Mayor	225-615-4194
	City of Clinton, LA	Lori Ann Bell	Mayor	225-244-2288
Spring Floods 2016	Tangipahoa Parish, LA	Wesley Danna	Parish Supervisor	985-474-1003
	Caldwell Parish, LA	Wanda Stowe	Sec/Treasurer	318-649-2681
Tornado 2015	Marshal County, MS	Larry Hall	County Administrator	662-544-1952
	Benton County, MS	Ricky Pipkin	President,Board of Supervisors	662-541-6853
Tornado 2014	Marion County, MS	Terry Broome	President,Board of Supervisors	601-736-7382
	City of Tupelo, MS	Don Lewis	Chief of Operations	662-871-8169
	Itawamba County, MS	Gary Franks	County Administrator	662-401-4967
	Winston County, MS	Julie Cunningham	Chancery Clerk	662-773-3631
	City of Pearl, MS	Brad Rogers	Mayor	601-540-3962
	Lamar County, MS	Chuck Bennet	County Commissioner	601-794-3406
2013 EF5 Tornado	Moore, OK	Stan Drake	Deputy City Manager	405-793-5200
	Mustang, OK	Justin Battles	Assistant City Director	405-376-4521
Super Storm Sandy	Nassau County, NY	Richard Iadevaio	Superintendent of Highway Construction	516-571-6824
	Long Beach, NY	Jim Lacarrubba	Commissioner of Public Works	516-431-1011
	Town of Hempstead, NY	Craig A. Mollo	Deputy Commissioner of Highways	516-812-3455
	Village of Garden City, NY	Ed Fronckwicz	Recreation Department	516-465-4079
Hurricane Isaac 2012	Lincoln County, MS	David Fields	County Administrator	601-835-3421
	Pearl River County, MS	Adrian Lumpkin	County Administrator	601-403-2302

Protecting Communities. Leading Recovery.

Puerto Rico DTOP - Hurricane Maria

Project Highlights

- 1,303,358.2 CY of Vegetative Debris Monitored and Documented and counting
- 78,358.7 CY of C&D Debris Monitored and Documented and counting
- 300 Debris Removal/Trimming Crews
- 8 Disposal Sites in Operation

On September 20, 2017, Puerto Rico, the American Territory roughly 1,000 miles off the coast of Florida, was assaulted by the tenth most intense storm recorded in the Atlantic Ocean. Hurricane Maria swept across the 3,500 sq miles Island leaving devastation in its wake. That record-setting storm left more than 90% of the island in the dark; with a debris field that encompassed all of Puerto Rico.

The Government of Puerto Rico elected to divide the Island into 5 Zones and hired two, third party private consultants to Monitor and Document the removal and disposal of the storm generated debris. DebrisTech was selected to monitor the East and the North DTOP zones. These zones experienced the first effects of the destructive waves and winds brought on by Maria.

Utilizing DebrisTech's EDMS to monitor and record the Contractor's activities, the local government is able to track and manage their recovery in these zones with access to real-time information.

DebrisTech mobilized within 24 hours after Notice to Proceed while amassing a staff of 40 trained monitors and a management staff of 16 full-time DebrisTech employees keeping pace with the local government's desire to begin the recovery process as soon as possible.

DebrisTech is honored to be considered one of the top 2 firms in our respected field based on our past and current performances aiding cities, counties, states, and territories across the country in recovering from their own unexpected natural disasters. Due to the amount of personnel demand over a sustained period, coupled with agreed upon payment terms, this project is a shining example of DebrisTech's ability to engage in multi-million dollar endeavors across the country.

Service Dates:

November 2017 - Present

Client Contact Information

Ing. Emilio Garay Vega; PE, RPA
Special Assistant to the Executive Director of DTOP
787-722-2929 ext. 3034
mailto:egaray@dtop.pr.gov

"The Beaches" - Florida

In 2014 the **City of Jacksonville Beach** procured DebrisTech to provide debris monitoring services until 2019. This pre-procured contract and their approved debris management plan have allowed them to be fully prepared for the last 3 major hurricanes. DebrisTech was contractually required to be in the EOC within hours of each storm's passing to begin the first push and the required debris removal documentation.

Upon activation in 2016 for Hurricane Matthew, DebrisTech was recognized as a necessity by two neighboring beach cities, **Neptune Beach and Atlantic Beach**. These cities utilized the cooperative purchasing clause in Jacksonville Beach's RFP to enter into an agreement with DebrisTech to provide debris monitoring services in October of 2016.

DebrisTech was responsible for documenting every hazardous limb and tree, along with every load of storm-generated debris, from these 3 cities. DebrisTech also documented the removal of this debris to its final resting place in the haul out phase.

After Irma in 2017, DebrisTech was able to monitor and document the removal of all eligible storm-generated debris, along with hundreds of hazardous trees and limbs, from the public right of way for all 3 cities. Because of the geographic proximity of these cities, DebrisTech was able to leave 1 project manager to service and address any concerns brought up by each city.

Project Highlights

- 240,000 CY of Debris Monitored and Documented
- 1,500 Hazardous Hanger and Leaner Tickets Processed
- Vegetative, C&D, and HHW Debris Classified, Removed, and Disposed
- 3 Temporary Disposal Sites
- 40 Monitors and other Staff members

Service Dates:

October 2016 -January 2017

October 2017 - January 2018

Client Contact Information

Ty Edwards, Public Works Director, Jacksonville Beach

904-247-6220

edwards@jaxbchfl.net

Leon Smith, Public Works Director, Neptune Beach

904-270-2423

leonsmith@neptune-beach.com

Scott Williams, Director of Public Works, Atlantic Beach

904-247-5834

swilliams@coab.us

McIntosh County, GA - Hurricane Matthew and Irma

Project Highlights

- 40,809 CY of Debris Monitored and Documented and counting
- 9,000 Leaner and Hangers Documented
- Vegetative, C&D, and private property debris, Removed, and Disposed

McIntosh County, GA is located on the coast of southeast Georgia, 90 miles north of Jacksonville, FL, with very little history of being affected by hurricanes. After the storm, the county elected to procure a debris monitoring firm to take over the documentation and monitoring responsibilities for the debris removal process. DebrisTech was tasked with monitoring all of the debris removal activities and documenting the entire process to ensure proper FEMA protocol and that reimbursement would not be jeopardized.

DebrisTech was able to respond with in 24 hours with project manager Tyler Williamson being staged in Jacksonville Beach, FL. Mr. Williamson was assisting the project manager assigned to Jacksonville Beach, in preparation for McIntosh County to issue DebrisTech a notice to proceed.

The hurricane left a debris field that littered the rural and urban right of ways of the county with nearly 41,000 CY of eligible debris to be removed. In addition, thousands of leaners and hangers left in hazardous positions in need of removal.

The county needed a company that could quickly customize its own ADMS to document debris removal within the boundaries of local municipalities residing in the county and accurately provide officials with real time information about the progress of the recovery for each municipality, and county district.

DebrisTech provided ADMS devices and support of these devices to DebrisTech monitors, throughout the debris removal operation. DebrisTech mobilized within 24 hours after Notice to Proceed was given by the county.

DebrisTech was able to accurately document and track debris classified into different categories (C&D or Vegetative) throughout the City and provide detailed reports and statistics for the debris removed for each neighborhood in real time. We currently maintain a great relationship with the county but are not bound by a pre-event contract.

Client Contact Information

Mr. Ty S. Poppell
Director McIntosh County EMA
912-258-1343 - cell phone
ty.poppell@mcintoshcounty-ga.gov

Memphis, TN

Memphis, TN was affected by a straight line wind event in late may of 2017. This event resulted in 100 MPH winds decimating the natural foliage caused citywide blackouts, and made hundreds of homes uninhabitable.

The city of Memphis was declared a federal disaster and entered into a contract with DebrisTech to document the removal of eligible storm debris, to include leaner and hangers, and to implement our renowned Right of Entry documentation system. As is done for every client, DebrisTech documented the removal of eligible storm debris with its nationally recognized ADMS. DebrisTech does not provide services to a client without the ADMS and has never failed to respond to a contract activation.

After 3 months of Debris Removal operations, tree trimming was inn full swing. Nearly fifteen thousand leaning trees or hanging hazardous branch were removed and documented.

Project Highlights

- 425,000 CY of Debris Monitored and Documented
- 14,000 Leaners and Hangers Documented
- 8,600 Load Tickets Processed
- 40 Debris Removal Crews
- 3 Disposal Sites in Operation
- Focus on Vegetation & ROE

After hazardous tree issues were serviced in the public right of way, the right of entry process was approved. The city began entering private property of those who qualified to remove hazardous/ threatening trees. This act will no doubt save the city and it's citizen time and expense in the future. The level of documentation provided by the DebrisTech Electronic Debris Management System was a critical component of Memphis' recovery process.

Service Date

June 2017 - January 2018

Client Contact Information

Mr. Philip Davis
Deputy Solid Waste Director
901-576-6872
philip.davis@memphistn.gov

City of
Jacksonville Beach
Operations &
Maintenance Facility
Department of Public
Works
1460-A Shetter Avenue
Jacksonville Beach
FL 32250
Phone: 904.247.6219
Fax: 904.247.6117

www.jacksonvillebeach.org

October 22, 2018

Mr. Brooks Wallace, P. E.
Principal
DebrisTech, LLC (ARX Disaster Management, Inc)
925 Goodyear Blvd.
Picayune, MS 39466

Subject: Letter of Recommendation

I am very pleased to say that DebrisTech (Formerly ARX Disaster Management, Inc.) is currently under a five (5) year continuing service contract with the City of Jacksonville Beach to provide debris monitoring services during declared emergencies.

In 2016 and 2017 DebrisTech provided debris monitoring services resulting from Hurricanes Matthew & Irma respectively. Members of their staff were very knowledgeable and up to date with all of the FEMA guidelines and regulations, which helped facilitate both of our claims to FEMA. Whenever we had questions, DebrisTech's staff had the answers. DebrisTech's staff worked very closely with our Debris Recovery Contractor and our in-house cleanup crews to make sure all of the debris and related expenses were accounted for and were able to be retrieved after the cleanup was completed. As a result of their efforts, our claims to FEMA went through without a hitch.

Prior to the issuance of DebrisTech's contract, the City of Jacksonville Beach performed debris monitoring with its in house personnel and it turned out to be a total farce. Records were damaged, lost or forgotten and I am positive that the City of Jacksonville never came close to recovering the amount of money that they could have, if they would have had a contractor like DebrisTech to perform the necessary paperwork.

In closing, I would like to state that it has been a pleasure working with all of the members of DebrisTech and I look forward to continue to work with such a well ran organization.

Sincerely,

Dennis R. Dupries

Dennis R. Dupries
Construction Project Manager
City of Jacksonville Beach, FL 32250

City of
Neptune Beach

Andrew E. Hyatt
City Manager

October 23, 2018

To Whom It May Concern:

Re: Debris Tech

The City of Neptune Beach appreciates the efforts put forth by Debris Tech in assisting our city with the clean-up effort in the aftermath of Hurricane Irma. It is with great pleasure that I am writing this letter of recommendation on behalf of the residents of Neptune Beach, Florida.

The entire staff of Debris Tech was professional and trained properly in the reporting techniques required by FEMA. The Debris Tech staff worked closely with our debris removal team making the removal and reporting process efficient all the way to the complete removal of all storm debris. The data provided was presented in a manner that made it easy to reconcile invoices.

We had a very positive experience with Debris Tech and we highly recommend their services. Please let me know if you have any questions regarding the services Debris Tech provided the City of Neptune Beach.

Respectfully,

Leon Smith
Director of Public Works

116 First Street • Neptune Beach, Florida 32266-6140
(904) 270-2400 x 31 • FAX (904) 270-2526

David Stevens, Chairman
Bill Watson, Vice-Chairman
Joel Williams, Commissioner
Charles Jordan, Commissioner
Kelly S. Spratt, Commissioner

Adam S. Poppell, III, County Attorney
Richard E. Braun, Jr., Deputy County Attorney
John "Patrick" Zoucks, County Manager
Shawn Jordan, Deputy County Manager
Sherrell D. Davis, County Clerk

McIntosh County Board of Commissioners
P.O. Box 584 • 1200 North Way • Darien, Georgia 31305 • 912-437-6671 • FAX 912-437-6416

October 24, 2018

To Whom It May Concern

In the aftermath of Hurricane Irma McIntosh County contracted with Debris Tech for monitoring debris removal. The staff of Debris Tech were very professional, and they were knowledgeable in the requirements of FEMA and GEMA. They kept detailed records during this event and when FEMA had questions about submitted, debris removal documentation, Debris Tech was always available to answer questions, and provide additional information on documenting debris. There was never a "let me get back to you on that" response.

In the event of another disaster McIntosh County would not hesitate to contact Debris Tech to monitor operations for the county. It was a pleasure working with them and we would recommend their services to anyone in need.

Sincerely,

Ty S. Poppell

Director McIntosh County EMA
/ Public Safety / Homeland Security
/ County Safety Coordinator / CODE Enforcement
1019 Production Row
PO Box 584
Darien, Ga. 31305
Phone: 912-437-5170
Cell: 912-258-1343

References

City of Hattiesburg, MS

PO Box 1898, Hattiesburg, MS 39402

Lamar Rutland, Director of Engineering

601-545-4540

lrutland@hattiesburgms.com

January 2017- July 2017

CY:135,000

Macon-Bibb Couty, GA

700 Poplar st., Macon, GA 31201

Spencer Hawkins, EMA Director

478-205-5674

EMA@maconbibb.us

October 2017 - January 2018

CY:97,436

Pamlico County, NC

Address : 302 Main Street P.O. Box 776 Bayboro, NC 28515

Tim Buck, County Manager

252-745-3133

tim.buck@pamlicocounty.org

October 2018-December 2018

CY:131,000

Jacksonville Beach, FL

1460A Shetter Ave., Jacksonville Beach, FL

Dennis Dupries, Construction Engineer

904-247-6219

ddupries@jaxbchfl.net

September 2017 - January 2018

CY: 87,000

Memphis, TN

125 N. Main St., Memphis, TN

Deputy Director of Solid Waste, Phillip Davis

901-576-6872

phillipdavis@memphistn.gov

June 2017 - January 2018

CY: 430,000

Puerto Rico-DTOP

Bayamon, 00959, Puerto Rico

Ing. Emilio Garay Vega, PE RPA

787-722-2929 ext 3034

egaray@dtop.pr.gov

November 2017 - Present

CY: 1,300,000

Section 3 : Offeror's Personnel Experience

DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Section 3: Offeror's Personnel Experience

Key Staff

Brooks Wallace, P.E., President

brooks@debristech.com

Brooks R. Wallace, P.E. created DebrisTech in 2010 in response to a need for real-time auditing of debris removal projects. Mr. Wallace realized that the technology was available to provide real-time data to FEMA and municipal supervisors overseeing clean up efforts while creating a database of information that could be referenced at any time for compliance purposes. Utilizing the technology currently available, Mr. Wallace developed the software platform for what has evolved into a system that is revolutionizing the process of Debris Monitoring and Compliance.

Mr. Wallace has a vast array of experience in the field of civil engineering and in debris removal monitoring. Working as an engineer on numerous projects in South Mississippi dealing with disaster-related services, including the aftermath of Hurricane Katrina, Mr. Wallace was able to identify vulnerabilities and inefficiencies in the process of debris removal operations and monitoring at the time.

A civil engineer by trade, Mr. Wallace has dealt with countless municipal and county projects involving infrastructure upgrades and the modernization of local and regional maps and surveys. He has worked with law enforcement agencies, municipal governments, state agencies, and FEMA on projects ranging from smart growth plans to large-scale utility and resource redesigns.

For this project, Mr. Wallace will perform contractual negotiations, contractor invoicing, software development, and asset/personnel assignment. He is proficient in preparation planning, analysis, monitoring procedures, and personnel management.

The technology he developed, along with previous experience, creates an invaluable leader for the DebrisTech team.

Headquartered at 925 Goodyear Blvd., Picayune, MS 39466

Education

Bachelor of Science Civil Engineering
University of Mississippi, 2002

Positions

- Founder/Creator
  DebrisTech
  2010 - Present
- Principal Engineer
  Dungan Engineering, PA
  2002 - Present

Debris Monitoring Experience

- DebrisTech Projects since 2010
- Dungan Engineering Debris Monitoring 2005 - 2010

Ryan Holmes, P.E.

ryan@dunganeng.com

Ryan A. Holmes is a licensed engineer and Project Manager at DebrisTech. Collateral duties include business development, project management, and marketing. Mr. Holmes has nearly 10 years of diversified civil engineering experience. Mr. Holmes is uniquely talented, drawing from his experience with municipal, county, and state governments, along with private clients. Mr. Holmes has worked on numerous debris removal and disaster recovery projects. He worked on several project along the Mississippi coast in the aftermath of Hurricane Katrina. Most recently, Mr. Holmes assisted several communities in the recovery of Hurricane Isaac in Mississippi and Super-storm Sandy in New York. Utilizing DebrisTech's cutting edge technology, Mr. Holmes has successfully assisted the aforementioned communities with "cradle to grave" documentation of debris collection and disposal.

With DebrisTech, Mr. Holmes has helped cities and communities address their recovery needs through expertise, technology and knowledge. Past experience together with these skills make Mr. Holmes a valuable asset to DebrisTech. We provide vision and leadership for our clients, integrating new technology and delivery of unparalleled Debris Monitoring and Compliance.

DebrisTech has offered an opportunity for Mr. Holmes to showcase his diversified talents to provide practical applications of cutting edge technology in a way that is easily deployable and repeatable. He intends to utilize his skills dealing with municipalities and government agencies to raise the standards of Debris Monitoring Services for all companies and strives to be a leader in the industry.

Education

Bachelor of Science Civil Engineering
University of Mississippi, 2004

Positions

- Principal & Owner
  DebrisTech
  2012 - Present
- Principal Engineer
  Dungan Engineering, P.A.
  2007 - Present

H. Les Dungan, III, P.E., P.L.S.

les@dunganeng.com

H. Les Dungan, III, P.E., P.S. has 27 years of experience in the field of civil engineering. With a career that began in the government ranks with time working with the Mississippi Department of Environmental Quality and Natural Resources Conservation Service, he now serves as a self-employed consultant to various counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Jefferson Davis County and City Engineer for the Town of Prentiss for 20 years. He has also served as County Engineer for Pearl River County for 15 years.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricane Katrina, Mr. Dungan was able to provide the technical support needed in order for Pearl River County to have the confidence to use local contractors to perform the immense clean-up operation.

As a civil engineer, Mr. Dungan has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on projects ranging from bridge replacement to water treatment plants.

With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Education

Bachelor of Science Civil Engineering
Mississippi State University, 1987

Positions

- Principal & Owner
  DebrisTech
  2010 - Present

- Principal Engineer
  Dungan Engineering, P.A.
  1993 - Present

Jeff J. Dungan, P.E., P.L.S.

jeff@dunganeng.com

Jeff J. Dungan, P.E., P.S. has 26 years of experience in the field of civil engineering. With a career that began with Anderson Engineering in Columbia, Mississippi, he now serves as co-founder and Principal with Dungan Engineering, PA serving counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Lawrence, Walthall and Marion County and City Engineer for the Town of Tylertown for over 15 years. He has also served as County Engineer in Lincoln County for the past 8 years.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricanes Katrina, Gustav and Isaac, Mr. Dungan was able to provide the technical support needed by many local governments throughout the south. His services enabled these local governments to have the confidence to use local contractors to perform the immense clean-up operation efficiently and at a reasonable cost.

As a civil engineer, Mr. Dungan has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on many types of projects, such as roadway construction and maintenance, bridge replacements, water and waste-water treatment plants, industrial buildings and airports.

With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Education

Bachelor of Science Civil Engineering
Mississippi State University, 1988

Positions

- Principal & Owner
  DebrisTech
  2010 - Present

- Principal Engineer
  Dungan Engineering, P.A.
  1993 - Present

J. Lee Mock, P.E., P.L.S.

jeff@dunganeng.com

Mr. Mock has 20+ years of experience in the field of civil engineering. With a natural bent for precision, a keen attention to detail, and driven to work with both efficiency and excellence, Mr. Mock embodies the company-wide commitment to solving problems and creating solutions for every project and every client.

Mr. Mock has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricanes Katrina and Issac.

As a civil engineer, Mr. Mock has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on projects ranging from bridge replacement and dam rehabilitation to water and wastewater treatment plant designs.

With DebrisTech, Mr. Mock hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Education

Bachelor of Science Civil Engineering
Mississippi State University, 1994

Bachelor of Business Administration
University of Mississippi, 1990

Associate of Arts
Pearl River Community College, 1988

Positions

- Principal & Owner
  DebrisTech
  2010 - Present
- Principal Engineer
  Dungan Engineering, P.A.
  1994 - Present

Tyler Williamson

twilliamson@debristech.com

Tyler Williamson is a Project Manager with DebrisTech. Collateral duties include the daily operations of the assigned project. Mr. Williamson has several years of experience with DebrisTech at nearly every position in the company. Mr. Williamson is uniquely talented, drawing from his experience with municipal, county, and state governments, along with private clients. Mr. Williamson has worked on 30 debris removal and disaster recovery projects. He has worked on several projects along North Florida in the aftermath of the string of the hurricanes of 2016 & 2017. Currently, Mr. Williamson is leading our efforts in Puerto Rico. He has successfully assisted the aforementioned clients with "cradle to grave" documentation of debris collection and disposal.

Headquartered at 925 Goodyear Blvd., Picayune, MS 39466, Mr. Williamson has helped cities and communities address their recovery needs through expertise, technology and knowledge. Utilizing past experience, together with these ever developing skills make him a valuable asset to DebrisTech.

Education

Bachelor of Science Business Administration, University of Mississippi

Associate of Arts, Hinds County Community College

Positions

- Project Manager
  DebrisTech
  2014 - Present
- Operations Manager
  DebrisTech
  2017 - Present

Debris Monitoring Projects

In Progress

- Panama City/Bay County, FL December 26, 2018 - Present - 1,800,000 - currently
- 2018 Puerto Rico DTOP & ASA September 2017- Present -1,200,000 CY

Projects - Complete

- 2017 Jacksonville Beach, FL -84,000 CY
- 2017 Neptune Beach, FL -40,000 CY
- 2017 Atlantic Beach, FL -55,000 CY
- 2017 McIntosh County, GA -80,000 CY
- 2017 Macon-Bibb County, GA -60,000 CY
- 2017 Memphis, TN -300,000 CY
- 2017 Holmes County, MS -60,000 CY
- 2017 Yazoo County, MS -8,200 Tons
- 2017 Hattiesburg, MS -150,000 CY
- 2017 Lamar County, MS -20,000 CY
- 2016 Central, LA -380,000 CY
- 2015 Winston County MS 145,000 CY
- 2014 Pearl, MS 60,000 CY
- 2014 Tupelo, MS 300,000 CY

John McNeese

jmcneese@debristech.com

John McNeese has been working as a project manager with the DebrisTech management team since 2012. He began as an instrumental part in leading the recovery efforts in Moore, Ok following the aftermath of one of the most devastating tornadoes in US history. Having an extensive background in communications, cost evaluation and construction, John excelled as a liaison between the client and contractor, aiding in the reimbursement process involved with federal funding.

Prior to DebrisTech, John had been involved in recovery efforts as a debris contractor following Hurricane Katrina in 2005 and a project manager during the BP Oil Spill in 2010. Both of these events are considered two of the most historically devastating disasters along the Mississippi Gulf Coast.

Mr. McNeese has since served as a project manager in Puerto Rico following Hurricane Maria, overseeing more than 450 employees and approximately 100 million dollars in debris removal costs. He is currently serving as a project manager for DebrisTech in Panama City and Bay County, FL following Hurricane Michael.

Positions

- Project Manager DebrisTech 2012 - Present
- Project Manager TL Wallace Construction 2010
- Project Manager Wallace Environmental 2010/2011
- Commercial/Residential/Farm and Land Appraiser 1997-2016

Education

Bachelor of Science University Studies- University of Mississippi

In Progress

- Panama City/Bay County, FL December 26, 2018 - Present - 1,800,000 - currently
- Pamlico County, NC - Nov 2018-Present - 100,000 CY
- Hope Mills, NC - October 2018-Present
- 2018 Puerto Rico DTOP & ASA September 2017-Present -1,200,000 CY

Projects - Complete

- 2017 Holmes County, MS -60,000 CY
- 2017 Montgomery County, MS - 50,000 CY
- 2017 Central, LA Drainage Project
- 2016 Central, LA -380,000 CY
- 2013 Columbia, MS 55,000 CY
- 2012 Moore, Ok_172,000 Tons

Dennis Cruthirds

dennis@debristech.com

Dennis Cruthirds is a Project Manager with DebrisTech. His duties include the daily operations of the project, QA/QC of monitoring operations, the documentation of employee time, and delivering updates to the client's representative. Mr. Cruthirds has nearly 18 years of experience in construction material testing and a decade of debris monitoring. He draws from his experience with municipal, county, and state governments, along with private clients. He has worked on numerous debris removal monitoring and disaster recovery projects. Beginning in 2008, he managed the monitoring operations for several communities in the recovery efforts post-Hurricane Gustav in Louisiana, and Hurricane Isaac in Mississippi. Mr. Cruthirds has successfully assisted the aforementioned communities with "cradle to grave" documentation of debris collection and disposal.

Mr. Cruthirds has helped cities and communities address their recovery needs through expertise, technology, and knowledge. He is currently serving as a project/site manager in Puerto Rico, after the affects of Hurricane Maria. In the event this project is awarded to DebrisTech, he will be moved to the project area to begin debris removal monitoring operations within the required response time.

Headquartered at 925 Goodyear Blvd., Picayune, MS 39466.

Positions

- Project Manager
  DebrisTech
  2012 - Present
- CMT Lab Manager
  Dungan Engineering, P.A.
  2007 - PresentDebris Monitoring Projects

Training

FEMA certified through Emergency Management Institute

•IS–00019.15 FEMA EEO Supervisor Course

•IS–00020.15 Diversity Awareness

•IS–00546.a Continuity of Operations Awareness Course

•IS–00548 Continuity of Operations Manager

•IS–00632.a Introduction to Debris Operations

•IS–00634 Introduction to FEMA's Public Assistance Program

In Progress

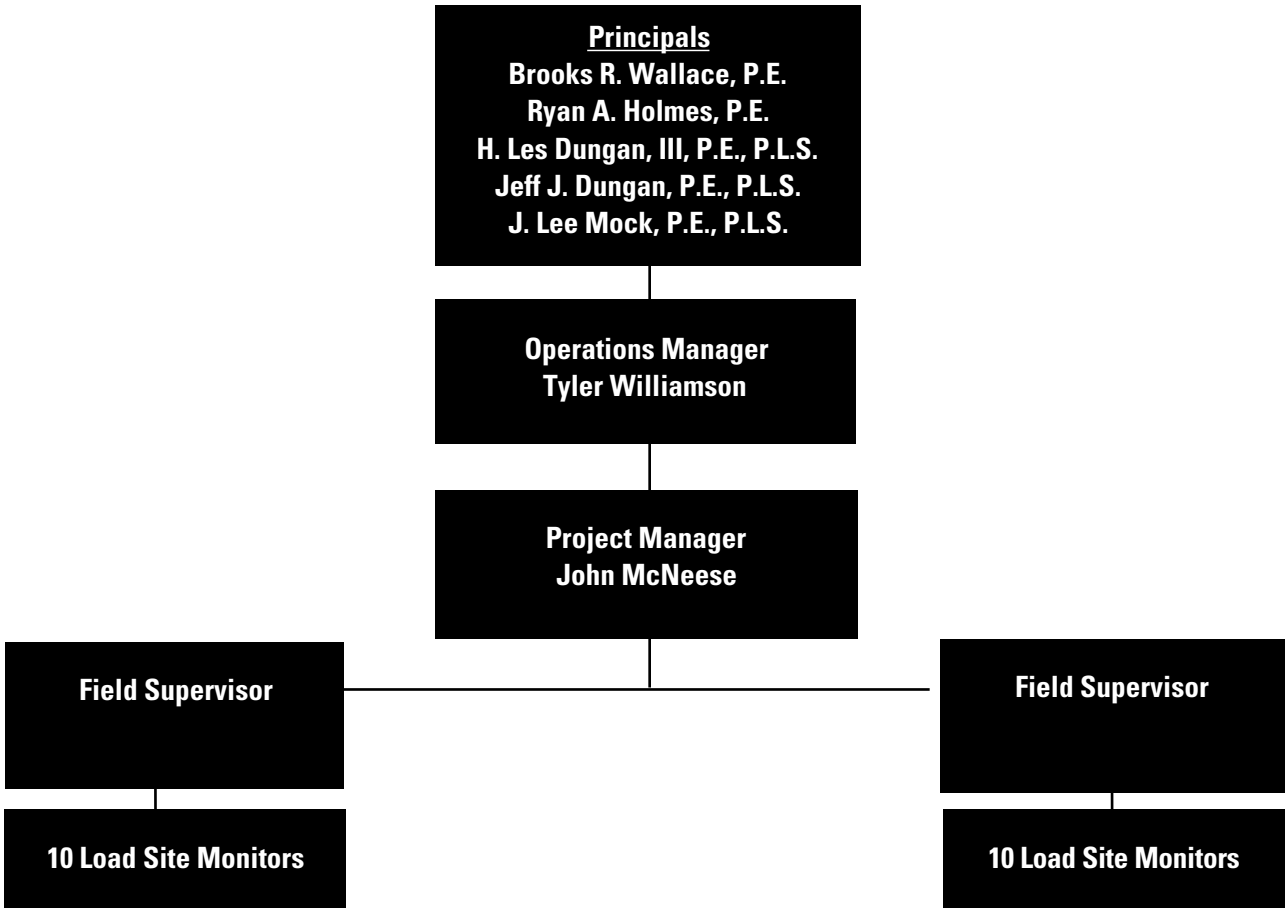
- 2018 Puerto Rico DTOP & ASA September 2017-Present -1,200,000 CY

Projects - Complete

- 2017 Holmes County, MS -60,000 CY
- 2017 Yazoo County, MS -8,200 Tons
- 2017 Hattiesburg, MS -150,000 CY
- 2016 Central, LA -380,000 CY
- 2015 Winston County MS 145,000 CY
- 2014 Pearl, MS 60,000 CY
- 2014 Tupelo, MS 290,000 CY
- 2014 Marion County, MS - 55,000 CY
- 2013 Moore, OK - 172,000 tons
- 2012 Nassau County, NY - 1,034,000 CY
- 2012 Lincoln County, MS 29,000 CY

Village of Biscayne Park
Organizational Chart

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM



The number of Monitors will be dependent on the number of loading operations being operated by the Debris Removal Contractor.
The Field Supervisor position will be staffed at one Supervisor per ten Monitors.

Section 4 :
Project Requirements

DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Scope of Service

Management Plan

DebrisTech understands that Village of Biscayne Park requires disaster debris monitoring services to support the oversight and management of debris recovery contractors and other damages incurred following a natural disaster. DebrisTech shall be prepared to provide a range of services, including field monitoring and other services as needed and ordered.

Debris Monitoring Services

The Client requires the experience and support of DebrisTech's Debris Removal Monitoring Management Team following a natural disaster. The contract monitors are necessary to assure Federal Emergency Management Agency (FEMA) emergency plan and debris removal contract requirements are met by monitoring the debris removal from public access roads, rights-of-way, private property, drainage areas, waterways, and other public, eligible or designated areas. DebrisTech will provide services which may include:

1. Coordinate daily briefings, work progress, staffing, and key items with local officials.
2. Selection and permitting of DMS locations and any other permitting/regulatory issues as necessary.
3. Scheduling work for all team members and contractors on a daily basis.
4. Hiring, training, scheduling, and managing field staff.
5. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
6. Assisting local officials with responding to public concerns and comments.
7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
8. Furnishing and operating an automated/electronic **(paperless)** debris tracking system.
9. Develop daily operational reports to keep the client informed of work progress.
10. Development of maps, GIS applications, etc. as necessary.
11. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the client for processing.
12. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by local staff and designated debris removal contractors.

Positional Duties

1. General

1.1. **The Client requires the support of DebrisTech's Debris Removal Monitoring Team following a debris-generating event such as a hurricane, storm, or other event and debris management expertise.** The contract monitors are necessary to assure Federal Emergency Management Agency (FEMA) emergency plan and debris removal contract requirements are met by monitoring the debris removal from public access roads, rights-of-way, and public property, monitoring the debris management sites, as well as roving debris monitors, to assure that the debris management plan and contracts are effectively and efficiently implemented. The Client will assign a Debris Manager (DM). The Debris Manager will be the primary point of contact for DebrisTech and will resolve contract administration issues and disputes.

1.2. **Within 24 hours of notification**, DebrisTech will provide adequate number of professionals and qualified personnel to monitor all debris loading sites and debris management sites along with associated roving debris monitors. DebrisTech will increase its staffing from this point depending on the severity of the debris managing event. At the discretion of the The Client's Debris Manager, DebrisTech may be required to replace any debris monitor.

1.3. DebrisTech shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to, eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet and cold weather clothing, to comply with all federal, state, and local requirements.

1.4. DebrisTech will provide debris monitors with the means to communicate (cell phone, satellite phone, radio, etc.) with their supervisor or the Debris Manager as may be necessary. DebrisTech supervision is responsible for resolving issues with truck drivers, and other contractor's personnel.

1.5. DebrisTech will utilize the **DebrisTech Electronic Debris Management System** to collect and report documentation of debris removal activities. More information about the DebrisTech Electronic Debris Management System is provided in herein.

1.6. DebrisTech will provide temporary office space and temporary sanitary facilities as necessary.

2. Load Site Monitoring Services

2.1. The primary function of the Loading Site Monitors is to issue debris load tickets for **eligible** debris cleared.

2.2. DebrisTech will within 48 hours, be prepared to provide qualified on site personnel to monitor debris removal operations at all debris loading sites located throughout the Client's designated area. Additional sites may be added as debris removal efforts increase. Each loading site may operate, approximately 12–14 hours per day, 7 days per week. The Client's Debris Manager in coordination may determine the exact number and location of loading sites with the debris removal contractor.

2.3. DebrisTech will provide all employees with **DebrisTech handheld devices.** These devices will provide each employee the ability to capture GPS coordinates, take digital photographs and communicate wirelessly with the DebrisTech Central Information Database. DebrisTech will also provide the Client with management, supervision, labor,

transportation, mobile communication equipment, all safety equipment, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, public rights-of-way, and public property within the Client's designated area.

2.4. DebrisTech will be prepared to provide a **Loading Site Monitor per site** per day at a minimum of a 12-14 hour shift. DebrisTech will provide personnel with transportation to and from loading site(s), mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, and all logistical support.

2.5. All Loading Site Monitors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.

2.6. All Loading Site Monitors will have experience in at least one (1) of the following:

- Entry Level Engineer
- Construction Inspector
- Entry Level Surveyor
- Previous Similar Monitoring or Inspection Experience
- Solid Waste Site Operations
- Land Clearing Operations
- Solid Waste Collections

2.7. Supervisors and all identified Loading Site Monitors will attend a **½ day debris monitor training session.** Training will be the responsibility of DebrisTech and will be coordinated with the The Client's Debris Manager.

2.8. Monitors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

3. Debris Management Site Monitoring Services

3.1. The primary function of the Debris Management Site Monitors is to complete the documentation of the load and estimate volumes that have been transported to the debris management site for processing or storage, and/or disposal.

3.2. DebrisTech will provide **Debris Management Site Monitors** with DebrisTech handheld devices. These devices will provide each employee the ability to capture GPS coordinates, take digital photographs and communicate wirelessly with the DebrisTech Central Information Database. The Monitor will input the estimated debris volume into the DebrisTech handheld device which will automatically upload all the load information into the Central Information Database and generate a paper disposal ticket for the driver. DebrisTech will also provide Debris Site Monitors with all safety equipment and other equipment necessary to safely perform the site monitoring functions.

3.3. Monitors will speak English, be capable of working in an outside environment, and be able to climb a staircase ladder of 10 feet high.

3.4. Monitors will be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.

3.5. Monitors will have experience in at least one of the following job categories:

- Entry Level Engineer
- Construction Inspector
- Entry Level Surveyor
- Previous Similar Monitoring or Inspection Experience
- Solid Waste Site Operations
- Land Clearing Operations
- Solid Waste Collections

3.6. Supervisors and all identified Debris Management Site Monitors will attend a ½ day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.

4. Roving Debris Monitor Services

4.1. The function of the Roving Debris Monitor is to verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones in the Client's designated area.

4.2. DebrisTech will provide at least **one (1) monitor for each debris pickup zone** to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone. The Roving Debris Monitor(s) will be prepared to operate a minimum of 12 to 14 hours per day, 7 days per week and will be responsible for 10 load site monitors each.

4.3. DebrisTech will provide all Roving Debris Monitors with DebrisTech handheld devices. These devices will provide each employee the ability to capture GPS coordinates, take digital photographs and communicate wirelessly with the

4.4. DebrisTech Central Information Database. DebrisTech will also provide the Client with management, supervision, labor, transportation, mobile communication equipment, all safety equipment, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, public rights-of-way, and public property within the Client's designated area.

4.5. All Roving Debris Monitors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.

4.6. All monitors will have experience in at least one of the following job categories:

- Entry Level Engineer
- Construction Inspector
- Entry Level Surveyor
- Previous Similar Monitoring or Inspection Experience.
- Solid Waste Site Operations
- Land Clearing Operations
- Solid Waste Collections

4.7. Supervisors and all identified Roving Debris Monitors will attend a ½ day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.

4.8. DebrisTech will provide all management, supervision, labor, transportation, and equipment necessary to monitor the operations of the debris removal and disposal Contractor.

4.9. Roving Debris Monitors will be capable of working in an outside environment, and be able to climb a staircase ladder of 10 feet high. Debris Project Management Services

5. Project Manager

5.1. The Project Manager shall be available at all times to the Debris Manager.

5.2. DebrisTech will provide the Client, the services of an experienced professional Project Manager to assist the Client in the operations and coordination of all activities associated with the Debris Management. The qualified individual will have direct debris management experience including the management of debris removal operations, the oversight of temporary debris storage and reduction sites, debris recycling and disposal, as well as management and coordination of post debris causing event recovery and FEMA reimbursement guidelines.

6. Operational Requirements

6.1. **General Operating Procedures:** The Client may hire a Contractor(s) to remove and transport disaster debris from the public access roadway, rights-of-way, and public property within the Client's designated area to debris management/ disposal sites. **Each load of eligible debris shall be tracked using the DebrisTech Electronic Debris Management System.** The following guidance provides the basic procedure for the debris removal documentation process. Revised procedures, if necessary, may be established by the Debris Manager and shall be followed by DebrisTech in lieu of the following procedure.

6.2. **Load Tickets Section 1**: The Debris Loading Site Monitor is responsible for collecting specific information about each load of debris. **The Monitor will utilize the DebrisTech handheld device to scan the barcode on the truck placard.** Scanning the barcode on the truck captures the unique truck identification number which is used by the Central Information Database to relate specific information about the truck to the specific load. When the truck barcode is scanned, the DebrisTech handheld device automatically **captures the current GPS coordinates along with a date and timestamp**. The Monitor will then use the handheld device to take a digital picture of the loaded truck at the site and scan the barcode on a pre-printed paper ticket. The paper ticket is given to the truck driver and all information collected for **the load is wirelessly uploaded to the Central Information Database.**

6.3. **Load Tickets Section 2:** The Debris Management Site Monitor is responsible for determining the estimated volume of debris for each truck that enters the site. The Monitor will utilize the DebrisTech handheld device to scan the barcode on the paper ticket as well as the barcode on the truck. **When the truck barcode is scanned, the DebrisTech handheld device automatically captures the current GPS coordinates along with a date and timestamp.** The Monitor will then use the handheld device to take a digital picture of the loaded truck at the disposal site and enter the estimated volume of the load. The DebrisTech handheld device automatically generates a paper receipt that is given to the truck driver for his records and all information collected for the load is wirelessly uploaded to the Central Information Database.

6.4. **Operation Requirements of Roving Debris Monitor(s)**:

6.4.1. The Roving Debris Monitor(s) will provide oversight of all debris removal and disposal operation provided by the debris removal and disposal contractor.

6.4.2. The Roving Debris Monitor(s) will be the "eyes and ears" in the field for the Project Manager. Therefore, their observations and reports must be backed up with digital photographs and video as necessary.

6.4.3. The Roving Debris Monitor(s) is/are expected to make multiple visits to all loading sites and debris management sites on a random daily basis.The Roving Debris Monitor(s) will be responsible for traffic control inspections as per MUTCD at all loading sites and debris management sites.

7. Reporting

7.1. DebrisTech will be utilizing the DebrisTech Electronic Debris Management System for documentation and reporting of debris removal activities. **The DebrisTech Electronic Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database.** Data is fed to the Central Information Database in real time by Debris Removal Monitors with DebrisTech handheld devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, etc, all available online in real time.

7.2. The Roving Debris Monitor(s) will be responsible for completing the Debris Loading Site Monitoring Checklist provided by the Debris Manager. The report will be submitted to an immediate supervisor on a daily basis.

7.3. The Roving Debris Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. Supervisors will keep the Project Manager informed of situations that impact the execution of the debris removal contract.

7.4. DebrisTech will provide debris monitors with the means to communicate (cell phones, satellite phones, radios, etc.) with their supervisor or the Project Manager as may be necessary. DebrisTech supervision is responsible for resolving issues with truck drivers and other contractors' personnel.

8. Safety

8.1. All DebrisTech personnel will wear required safety equipment whenever on a debris management site. The following are mandatory: hard hat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.

8.2. DebrisTech will maintain a **telephonic contact list at each loading site** and debris management site of the DebrisTech Project Manager, Contractor's supervisor, the Client's Debris Manager, nearest fire, police, and emergency medical facilities.

8.3. DebrisTech will ensure that DebrisTech personnel adhere to all debris management site safety requirements.

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Real Time Technology

What is DebrisTech?

The DebrisTech Electronic Debris Management System is modeled after a proven debris monitoring method that utilized a combination of hand written paper tickets, electronic databases, and a Geographic Information System (GIS). **The DebrisTech system follows this same model, but replaces the hand written tickets with real-time data collection devices.** Paper receipts are still available but are no longer the primary record.

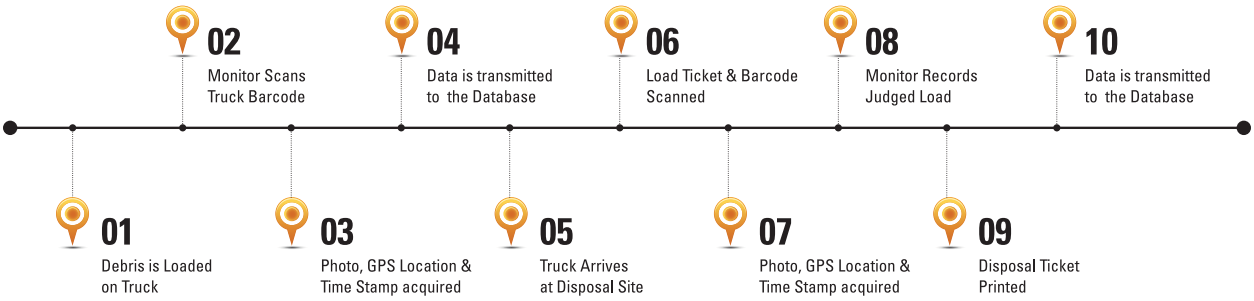
DebrisTech handheld devices and software add a new level of documentation and security features. **The built-in automated fraud detection and audit tools greatly reduce the potential for fraudulent activities that might result in costly de-obligations.** The system can also provide real-time access to agencies, such as FEMA or the Inspector General, so that auditors can begin their task early, rather than months or years later.

The Tech Behind DebrisTech

Debris Removal Monitors are issued DebrisTech handheld scanning devices, loaded with custom software configured specifically for their role. DebrisTech handhelds have the ability to scan barcodes, take digital photographs, apply GPS location tagging, accept manual inputs, and communicate via the internet using cellular networks. When loading and disposal data is collected, it is wirelessly uploaded to the DebrisTech Central Information Database.

At the loading location, a barcoded paper ticket is provided for the truck driver. The driver takes this ticket with the load to the disposal site. At the disposal site a second DebrisTech handheld device scans the ticket along with load and truck data. All information is recorded digitally and securely stored for post-disaster reference.

The Debris Removal Process



Real-time Data

The DebrisTech Electronic Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, etc.

This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel and equipment used. The real time system eliminates the need for a large administrative staff to manually enter paper tickets.

Cradle-to-Grave Documentation

The DebrisTech Electronic Debris Management System provides accurate accounting for all loads and detailed information on stumps and leaning trees. A barcode application tool is provided to attach a unique barcode to each tree surveyed. A digital photo, GPS coordinates, timestamp, tree/ stump size, inspector ID are collected with that barcode at three critical points of the removal process.

- When Originally Surveyed and Marked for Removal
- When Loading for Transport to the Disposal Site
- When Offloaded at the Disposal Site

A unique truck/trailer barcode scanned at the loading and offloading points provides additional information.

System Overview

The DebrisTech Electronic Debris Management System is modeled after a proven debris monitoring method that utilized a combination of hand written paper tickets, electronic databases, and a Geographic Information System (GIS). The DebrisTech system follows this same model, but replaces the hand written tickets with real time data collection devices. Paper receipts are still available but are no longer the primary record.

DebrisTech handheld devices and software add a new level of documentation and security features. The built-in automated fraud detection and audit tools greatly reduce the potential for fraudulent activities as well as streamline the reconciliation process. The system can also provide real time access for authorized users so that the audit and validation process can begin immediately, rather than months or years later. DebrisTech also has the flexibility and adaptability to meet the specific and potentially unique debris removal requirements of each specific event. In most cases, the system can be customized to meet mission specific requirements within hours of the request being made.

Since September 2012, DebrisTech has been utilized by more than 40 government entities in 15 different disasters and produced an unprecedented quality of documentation of the debris removal operations in these affected areas. DebrisTech is a field proven system that will provide complete documentation of all debris removal activities. Specifically, DebrisTech was used in Mississippi following Hurricane Isaac, New York following Super-storm Sandy, in Moore, Oklahoma following the devastating May 20, 2013 Tornados. DebrisTech's work in Moore, OK has drawn a lot of attention from State and Federal stakeholders. There have been numerous occasions where both FEMA and USACE personnel working in the region have made special trips to Moore to see the system in operation. DebrisTech's work in Moore, OK has also prompted FEMA to create a Best Practices video that highlights DebrisTech's technology and processes that are being utilized in the recovery process.

System Components

- DebrisTech Mobile Line Printer (MLP) Technology
- Serialized Barcoded Ticket Objects
- Barcoded Placards for Trucks and Trailers
- Employee ID Badge Printer
- Mobile Command and Communications Center
- Debris Load Ticket App
- Debris Disposal Ticket App
- Truck Certification App
- Right of Entry System App
- DebrisTech Central Debris Management Database

Site Managers and Tower personnel are issued DebrisTech handheld scanning devices, loaded with custom software configured specifically for their role. DebrisTech handhelds have the ability to scan barcodes, take digital photographs, apply GPS location tagging, accept manual inputs in unrestricted fields, and communicate via the Internet using the cellular network and other means if required. When loading and disposal data is collected, it is wirelessly uploaded to the DebrisTech Central Information Database. If cellular service is not available, the data is queued on the device and transmitted when cellular network connectivity is obtained or alternatively when the devices are in range of the Mobile Command and Communications Center for download and transmission of the data via satellite communications.

At the loading location, a barcoded paper ticket is provided for the truck driver. The truck driver takes this ticket with the load to the disposal site. At the disposal site a second DebrisTech handheld device scans the ticket along with load and truck data.

A receipt for the truck driver is printed certifying the delivery. The paper receipts serve as tangible evidence for the driver and backup documentation in the event a contractor disputes payment for a particular load. State of the Art Tablet Field Devices – current generation Apple iPads® with 3G/4G connectivity housed in rugged OtterBox™ enclosures. Manual entry of data and the potential mistakes inherent are virtually eliminated with the DebrisTech process by using unique serialized debris ticket objects and an automated tracking system built around them.

The DebrisTech system was designed from the ground up to allow geographically diverse management and administration. This means that personnel management activities, as well as delegated DebrisTech system administration activities, can be performed from any location. In recent disasters however, the best location has been from the DebrisTech Mobile Command and Communications Center. Often times the command center is deployed immediately following an event and is self-contained, not requiring local infrastructure to be functional. Having fully equipped and qualified personnel on the ground in the days immediately following an event is a key component to a successful deployment of the system.

The DebrisTech system has certain common roles with privileges predefined, that determine who can create, update, and delete specifications, task orders, ROEs, transport container registrations, but it is also flexible in that new separated or combined roles can be created where field conditions, personnel training and experience permit.

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

000140653

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM
000140653

Truck Certification

The DebrisTech truck certification process registers authorized debris hauling vehicles and equipment by electronically registering debris contractor trucks, trailers and other hauling equipment. Digital images of each truck, trailer or other hauling equipment is electronically linked to each individual registration/ certification. Each vehicle registration identifies the mission (contract number) and responsible governmental entity. Each registration record is permanently tied to the bar code that is affixed to the truck body or trailer body, supplying unique identification data for contractor vehicles and equipment. Standard forms of measure are utilized (e.g. feet and inches) to record the vehicle volume capacity utilizing industry standard equations in each registration record created. **Optionally, each driver of each truck may be issued a unique bar coded DebrisTech ID that ties the driver to the load and/or haul vehicle.**

Each member of the certification team is issued a unique bar coded ID that is scanned and becomes part of the certification registration form. The member certifying the vehicle must also sign the electronic form, using the signature capture feature.

The DebrisTech System automatically rejects vehicles that are not certified and associated with the current event and responsible government entity. Vehicles that need recertification (obscured bar code placards, changes in sideboards, spot check of capacities for random audits, etc.) can be compared electronically and automatically to the audit tables and other CQC audit records of previous certifications and registrations. Certification records are available online and in downloadable and printable form for authorized users.

Each monitor is also issued a unique identification badge that contains the employee identification barcode and Project ID barcode. Like the other barcodes, they are used to easily mark the ticket with the identity of the monitor or inspector that collects and/or reviews the data but they are not intended nor can they be used to circumvent the signature capture requirement.

Each ticket has a barcode that is scanned using specially configured iPads. A limited number of these secure ticket objects are issued to monitors and inspectors. Without a physical ticket, no electronic tickets can be created. This is the first of a three factor ticket authentication system. The uniquely configured iPad is the second factor. The apps used for collecting data are registered individually to unique serialized iPad IDs and will not function on unauthorized devices. In most cases, these iPads are issued to individuals, but a third factor, a literal signature by the monitor or inspector is required at each data collection point through a built-in signature capture feature of the iPad. This factor reminds the submitter; that they are personally responsible for the accuracy of the data submitted.

At each point of the process, the transport barcodes are scanned, along with the tickets, establishing and verifying that the load and transport are inseparable throughout the process. This method has distinct advantages over other systems because the tracking device physically stays with the transport equipment at all times and mixing of trucks and trailer combinations are immediately detected. Up to four debris hauling pieces of equipment can be tracked per ticket, but in practice no more than three are likely.

A key advantage of these barcoded tickets is that they represent the load – and they travel with the load. At any point in the disposal process, the barcode can be scanned, and the load's complete history is available for review. This history includes photos of the debris when it is loaded and when it is assessed at the disposal site or intermediate checkpoint. A load presented for disposal (and subsequent billing) without a barcode is rejected.

These ticket objects or tokens are in different forms depending on the type debris being removed. **Stumps are tagged with a special single swing hammer applicator**. The tag consist of two parts, both with the barcode serial number, one that remains attached to the stump, and a second that can break away. The tag also serves as a size reference when using photos to audit the diameter called out by the inspector.

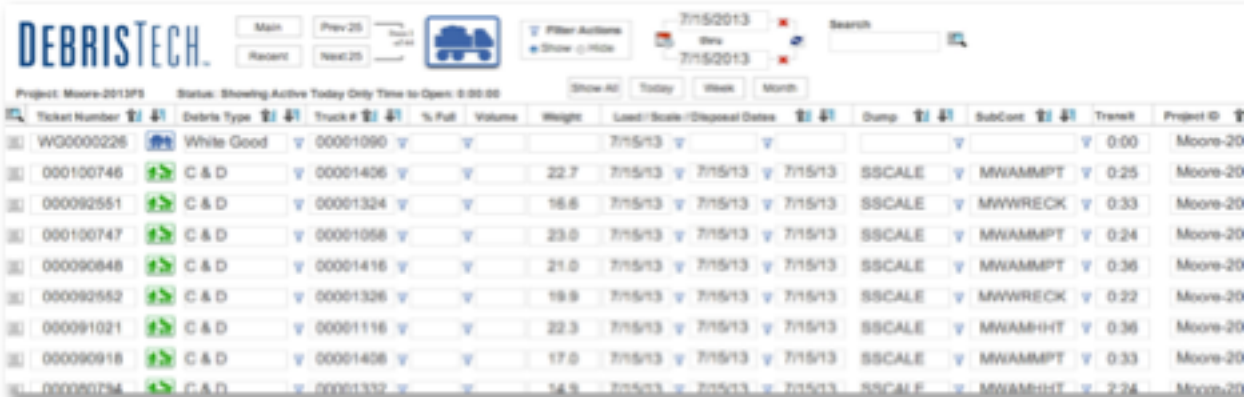
White goods are issued a yellow ticket with an adhesive barcode label attached. Its barcode can optionally be tracked further through the coolant recovery and recycling processes.

Leaning and hanging trees, as well as each load of bulk debris, are issued pre-printed serialized barcode tickets, about the size of a business card. These ticket objects not only serve as a tracking device, but also as a physical receipt for the driver. Before the load monitor hands the ticket to the driver, the ticket is "swiped" through an integrated Mobile Line Printer (MLP). The printer records in human readable form, key information such as a timestamp and debris characteristics. This gives the driver physical proof that the load has been properly submitted electronically. When the ticket is presented at the disposal site or scale station, it is swiped again to print the measured or called size of the load.

Electronic images of each stump, leaner/hanger, white good or debris load are time stamped and marked with the transport equipment codes, as well as the current GPS coordinates, at each point of the process. **These points include the loading point, intermediate loading or weighing points (if used) and the final disposal site. All data, including these images are transmitted back to the Central Database in real time, which allows for immediate viewing of field activities via a secure website from virtually any location with an internet connection.**

At each data collection point, the final step of committing the data is to press the submit button. While all data has been checked for reasonableness as it was scanned or entered, a final series of data validation checks are performed. If the data passes these checks, the data is stored locally on the device. Then an attempt is made to submit the data to the central Debris Management Database immediately.

If connectivity is poor or non-existent the system will notify the operator that the ticket was stored but not submitted. After several tickets have accumulated or significant time has passed without any tickets being submitted, the operator is again reminded that all tickets are only stored locally and he should try to upload the info again. At the end of each day, each device's database is backed up in its entirety to the Backup Server for permanent storage and a fresh, updated database is deployed to the device. The preservation of the original files that were on each device provides for yet another backup of the original data, as well as another audit ready record of each ticket generated by the system.



Real-Time Data. Real-Time Recovery.

The DebrisTech System also includes a Right of Entry module that streamlines the ROE process. The DebrisTech ROE Module automates the entire ROE process, from the application phase to ROE Closeout. Every aspect of the ROE program is captured electronically and is accessible through the DebrisTech Debris Management Database. Applications, Field Inspections, ROE Approvals, Work Orders, Final Inspections, and ROE Closeout Documents are all available to authorized users in real time. This real time access allows managers and contractors to always have up to date information about the status of every ROE entered into the system. Also, because the ROE system is an integrated part DebrisTech System, all information associated with the ROE, including the debris tickets generated from the ROE, is available in the same, user-friendly web interface.

ELECTRONIC ROE FORM

Real-Time Data. Real-Time Recovery.

Process Monitoring

As ticket tracking information is submitted throughout each point of the debris removal process, the DebrisTech Debris Management Database makes the new information available immediately to authorized system users through a secure web browser interface compatible with most computing and portable devices. The main observation view shows graphically, and in a tabular form, each load and its current state. **Truck icons indicate the load's type and state by showing it loaded, in transit, or empty and returning for another load.** Suspected problems are highlighted and the table can be filtered to only show data for a specific debris type, subcontractor, truck, dumpsite or project.

The DebrisTech System also has interactive mapping features that allow authorized users to view the exact pickup and disposal location for each debris ticket in real time. Clicking on the load's truck icon from the debris ticket list will show the pickup and disposal point for a specific load on a map. Clicking on the Truck icon in the header will show all loads in the current filter on a map. This feature is especially useful when trying to determine where a specific truck or subcontractor is working or has worked, or simply to see where debris removal operations are taking place in real time. These are but a few of the extensive Geographical Information System (GIS) capabilities present in the system.

Detailed information for each load is available by clicking on the E-ticket icon. This page initially shows the electronic version of the ticket that will move forward for verification and billing purposes. Once it has been subjected to certain automated and human review processes it will be marked as reviewed and ready for billing. The E-ticket contains all key information including photos, timestamps, GPS coordinates, monitor names and signatures, hauling time and distance as well as other cogent data. This ticket is available to authorized stakeholders as a PDF, and in other downloadable forms. In its online form, auditors can also zoom in on photos for closer inspection.

Project Approach

In response to an event, and as soon as authorities permit access, DebrisTech sends one of its Mobile Command and Communications Centers to the project area. Each Mobile Command and Communications Center is a specially equipped, self-contained unit that provides office and living quarters for its key team members. Each unit has computers, printers, badging and placarding systems, communication systems, training systems and an appropriate number of load and disposal site deployment kits. The load deployment kits typically contain 10 ruggedized tablets with MLPs, batteries, chargers, and ink cartridges and a number of preprinted tickets. The disposal site kits typically include 4 tablets with MLPs, remote scanners, laser printers, paper and printer cartridges. The kits are authorized for carry-on luggage and when necessary may travel ahead of the Mobile Command and Communications Center by airline.

Because DebrisTech is standardized on Apple's iPads as the basis for its field unit, and has partnered with national cellular providers, ramping up to hundreds of units can be done in a very short period. DebrisTech has created a customization system that can transform a best of class consumer grade tablet to a ruggedized Debris Removal Monitoring Device in minutes. Utilizing the iPad's and AppleTV's mirroring feature, and the Mobile Command and Communications Center's outdoor video screen, **DebrisTech's first responders can train large groups of locally hired monitors at any location. Because of the iPad's inherently simple and user-friendly design, a typical training class usually lasts less than 2 hours.** In a typical deployment, DebrisTech's first responders arrive and assess the severity of the event and determine how many support personnel will be required to deploy and fully support the system.

Once a deployment is initiated, a new server instance of the DebrisTech Debris Management Database System is created and replicated at two or more locations. In the case of this contract, a third replication is set up for government use. One server instance is designated as the primary server and field devices submit their data to it through a secure channel over a common carrier. The other servers are updated within minutes (usually seconds) and contain an exact copy of the records submitted by the field devices. One of the secondary servers is designated as a failover server should the primary server fail, or be inaccessible due to a regional communications outage. **Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. T**he data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract.

Invoicing and Contractor Invoice Reconciliation

DebrisTech will conduct a thorough review and reconciliation of the contractor(s) invoices submitted to the applicant. The DebrisTech, FEMA certified truck certification forms, and debris ticket database are used to verify each load billed by the contractor. The review will include a review of the collection date, time, and location from the removal location and the measurement and disposal locations. DebrisTech also compares volume/weight of every load from the invoice with our digital recorded records. After review, DebrisTech will submit the finalized invite with a recommendation for payment to the client. The recommendation will include a letter from the principal summarizing the reconciliation, including discrepancies addressed, and copies of the in voice being recommended for payment. Before a disaster, DebrisTech will come and help the Client with its Debris Management Plan to ensure it meets FEMA regulations. We will act as advisors to the Client to maximize its return with FEMA. **Our services in the planning stages will be at NO COST to the Client**. This is a service DebrisTech provides as the Client's Monitoring Firm. With our **Electronic Ticketing System**, you will have 24/7 access to the database that will provide Real Time updates on the progress of the Cleanup.

Response Matrix - After a Notice to Proceed

0-24 Hours	24 - 48 Hours	48-72 Hours	1 Week	1-2 Weeks and Longer	1 Month or Longer
Establish Management within EOC	Document any debris entering TDMS/DS	1 Monitor Per Contractor	Maintain 1/1 Ratio Training	Start Invoicing to expedite reimbursement	Start Invoicing to expedite reimbursement
Establish Monitoring Management Center	Help estimation of debris quantity	Bring in additional Monitors Training	Maintain Data Base with Official	Determine if Monitor Ratio is adequate	Continuing updates on Progress
Start Hiring Process	Prepared to Monitor Required Load Sites	Start Clean up Operations with Contractors	Continue Debris Monitoring Operations	Adjust staff to the most efficient size	Maintain list of trained potential employees
Implement Contractor Registration	Daily Meeting with Officials	Daily Meeting with Officials	Daily Meeting with Officials	Daily Meeting with Officials	Weekly Meeting with Officials

W/M/DBE Subcontracting

DebrisTech plans to self perform all of the work specified in the RFP. We are more than capable of efficiently completing the project with a combination of our management team and local hires from the affected area. Utilizing local resources following a natural disaster is the basis of our hiring plan. However, if a subcontractor is required to provide the best service possible to the client and every effort will be made to include any W/M/DBE/LSA in the interview process.

In an effort to provide Minority and Women owned Business Enterprises (MWBE) with equal opportunity for participating in selling goods and services to the client, DebrisTech will make a Good Faith Effort to subcontract, where applicable, with or to purchase supplies from MWBEs.

It is DebrisTech's policy to hire, and train as many local workers as possible, in the project area to fill the field coordinator, load monitor and tower monitor positions. Upon award of the contract we begin posting on the online employment website indeed.com . After taking applications and scheduling a meeting place we take the time to train our new employees according to the FEMA guidelines updates in June of 2018. Identifying debris types, defining the public right of way, and appropriate documentation are all covered in this training course.

DebrisTech, LLC is an equal opportunity employer and proudly makes local hires the backbone of our monitoring staff, but to ensure we have the necessary personnel to begin debris monitoring operations as soon as possible we have employees with experience as monitors and coordinators that will be on site to guarantee we have experience in every area. DebrisTech will bring in an experienced management team to get the project started and make all of the local hires. Once the project is started and the local hires are made, the Project Manager and Operations Manger will remain on site and in the area for support. All local hires will be temporary employees of DebrisTech.

References

City of Hattiesburg, MS

PO Box 1898, Hattiesburg, MS 39402

Lamar Rutland, Director of Engineering

601-545-4540

lrutland@hattiesburgms.com

January 2017- July 2017

CY:135,000

Macon-Bibb Couty, GA

700 Poplar st., Macon, GA 31201

Spencer Hawkins, EMA Director

478-205-5674

EMA@maconbibb.us

October 2017 - January 2018

CY:97,436

Pamlico County, NC

Address : 302 Main Street P.O. Box 776 Bayboro, NC 28515

Tim Buck, County Manager

252-745-3133

tim.buck@pamlicocounty.org

October 2018-December 2018

CY:131,000

Jacksonville Beach, FL

1460A Shetter Ave., Jacksonville Beach, FL

Dennis Dupries, Construction Engineer

904-247-6219

ddupries@jaxbchfl.net

September 2017 - January 2018

CY: 87,000

Memphis, TN

125 N. Main St., Memphis, TN

Deputy Director of Solid Waste, Phillip Davis

901-576-6872

phillipdavis@memphistn.gov

June 2017 - January 2018

CY: 430,000

Puerto Rico-DTOP

Bayamon, 00959, Puerto Rico

Ing. Emilio Garay Vega, PE RPA

787-722-2929 ext 3034

egaray@dtop.pr.gov

November 2017 - Present

CY: 1,300,000

Section 4: Project Requirements

Sample Reports

DebrisTech is the sole owner and developer of its ADMS. There is not another system like it in the industry. All DebrisTech Devices are stored in Picayune, MS. Currently DebrisTech maintains 550 devices ready to be used at a moments notice. The software of the ADMS is developed, updated, and maintained by DebrisTech at its headquarters. DebrisTech has the ability to customize each database to meet the specific needs of any client in any situation. The reports cited below are the type of reports our clients can expect from DebrisTech.

- DebrisTech Debris E - Ticket
- Debris Removal Daily Report
- DebrisTech Individual Stump E - Ticket
- DebrisTech Individual Hazardous Tree E - Ticket
- DebrisTech Extended Curbside pick Up Work Order

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

e-Ticket 000251753

Truck Nums: 00001652

City of Memphis

ROE Numbers: 1002

Project: City of Memphis, TN - 2017 Debris Removal

Sub: Michaels Tree & Loader

Prime: Michael's Tree and Loader

Owner: Michaels Tree And Loader

Monitor: DebrisTech, LLC

Debris: Vegetative

% Full: 75

Pay (CY): 45.0

Transit Time	Haul(d)*	Haul(r)*
0:24	4.9	6.4

Load Info		Measurement Info		Disposal Info	
Time: 12:13:58	**Date:** 11/3/17	**Time:** 12:38:38	**Date:** 11/3/17	**Time:** 12:50:32	**Date:** 11/3/17
Loc: 35.1368, -89.9533		**Loc:** 35.0666, -89.9371		**Loc:** 35.0668, -89.9371	
Mon: Shenicia Lyas		**Mon:** Alfred Bowens		**Mon:** Alfred Bowens	

*(d)irect, (r)oute in miles, Route Distance Provided by MapQuest and OpenStreetMap

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Marion County Board of Supervisors
Marion County Tornado Debris Removal

Debris Removal Daily Report - 02/12/2015

Contractor:	Looks Great Services of MS, Inc.	Total Work Days To Date:	22
Monitoring Firm:	Arx Disaster Management, Inc.	Total Days into Contract Period:	32

Production Data

			Volume (CY)	Weight (Tons)
Trucks in Operation Today:	3	Today's Debris Production:	565.4	0.0
Average Loads Per Truck:	4	Average Daily Production:	1,933.6	0.0

Debris Quantity Summary - Right of Way

	Today	To Date		Volume (CY) Today	Volume (CY) To Date	Weight (Tons) Today	Weight (Tons) To Date
Vegetative Loads:	2	405	Vegetative Debris:	92.2	17,515.0	0.0	0.0
C & D Loads:	4	589	C & D Debris:	207.2	24,487.3	0.0	0.0
Wood Chip Loads:	0	0	Wood Chips:	0.0	0.0	0.0	0.0
Other Debris Loads:	6	12	Other Debris:	266.0	537.6	0.0	0.0

Debris Quantity Summary - PPDR Program

	Today	To Date		Volume (CY) Today	Volume (CY) To Date	Weight (Tons) Today	Weight (Tons) To Date
Vegetative Loads:	0	0	Vegetative Debris:	0.0	0.0	0.0	0.0
C & D Loads:	0	0	C & D Debris:	0.0	0.0	0.0	0.0

Debris Quantity Summary - Total Project

	Today	To Date		Volume (CY) Today	Volume (CY) To Date	Weight (Tons) Today	Weight (Tons) To Date
Total Loads Generated:	12	1,006	Total Cubic Yards:	565.4	42,539.9	0.0	0.0

Leaner / Hanger / Stump Summary

	Today	To Date		Today	To Date
Leaning Trees:	0	276	Hanging Limbs:	0	194
Stumps:	20	20	White Goods:	0	0

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quanties.

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ELECTRONIC DEBRIS MANAGEMENT SYSTEM

e-Ticket

Stump Number:	011600
Stump Dia. (in):	24

City of Hattiesburg, MS

City of Hattiesburg, MS - 2017 Tornado Debris Removal

Prime Contractor: City of Hattiesburg

Truck Owner: Dawn Til Dusk

Truck Number: 00001214

Debris Monitor: DebrisTech, LLC

Removal Type: Loose **CY Conversion:** 4.1

Transit Time 13:33

Load Info

Timestamp: 4/17/2017 5:36:10 PM

Location: 31.3245, -89.2683

Load Monitor:

Andra Jones

Disposal Info

Timestamp: 4/18/2017 7:09:20 AM

Location: 31.2435, -89.2336

Disposal Monitor:

Brian Marsh

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ELECTRONIC DEBRIS MANAGEMENT SYSTEM

e-Ticket

City of Hattiesburg, MS - 2017 Tornado Debris Removal

Ticket: 500069473

Truck: 00001242

Prime Contractor:
City of Hattiesburg

Truck Owner:
Elliot Tree Service

Monitoring Firm:
DebrisTech, LLC

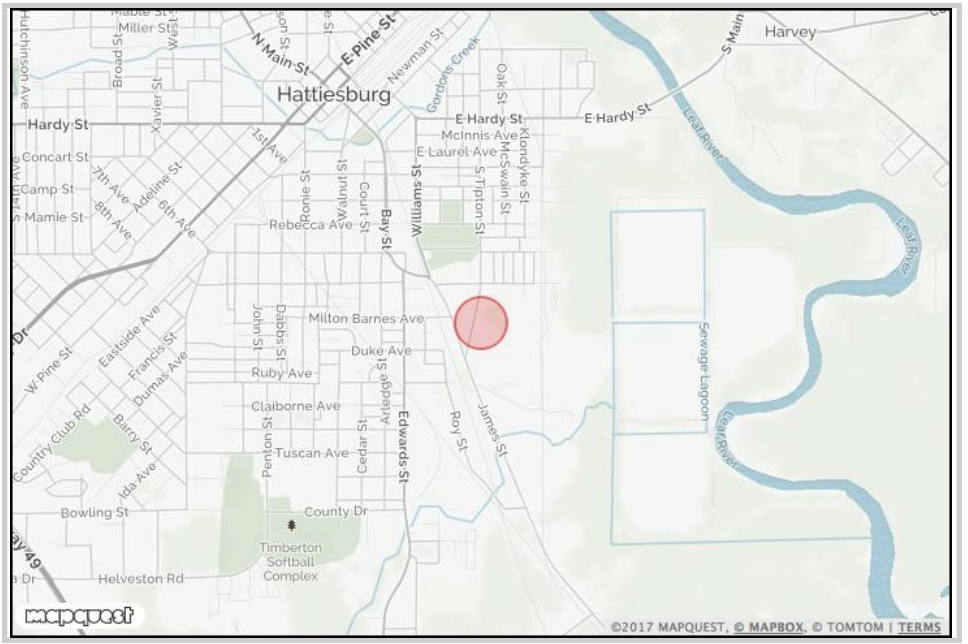
Timestamp: 2/27/2017 9:24 AM

Debris Type: Leaner **Tree Size:** 38

Coordinates: 31.3135, -89.2799

Address: 1062 S Tipton St

Monitor: Charles Bell



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DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

City of Central

Expanded Curbside Pickup Program

Extended Curbside Pickup Work Order

ROE Number: R04001P

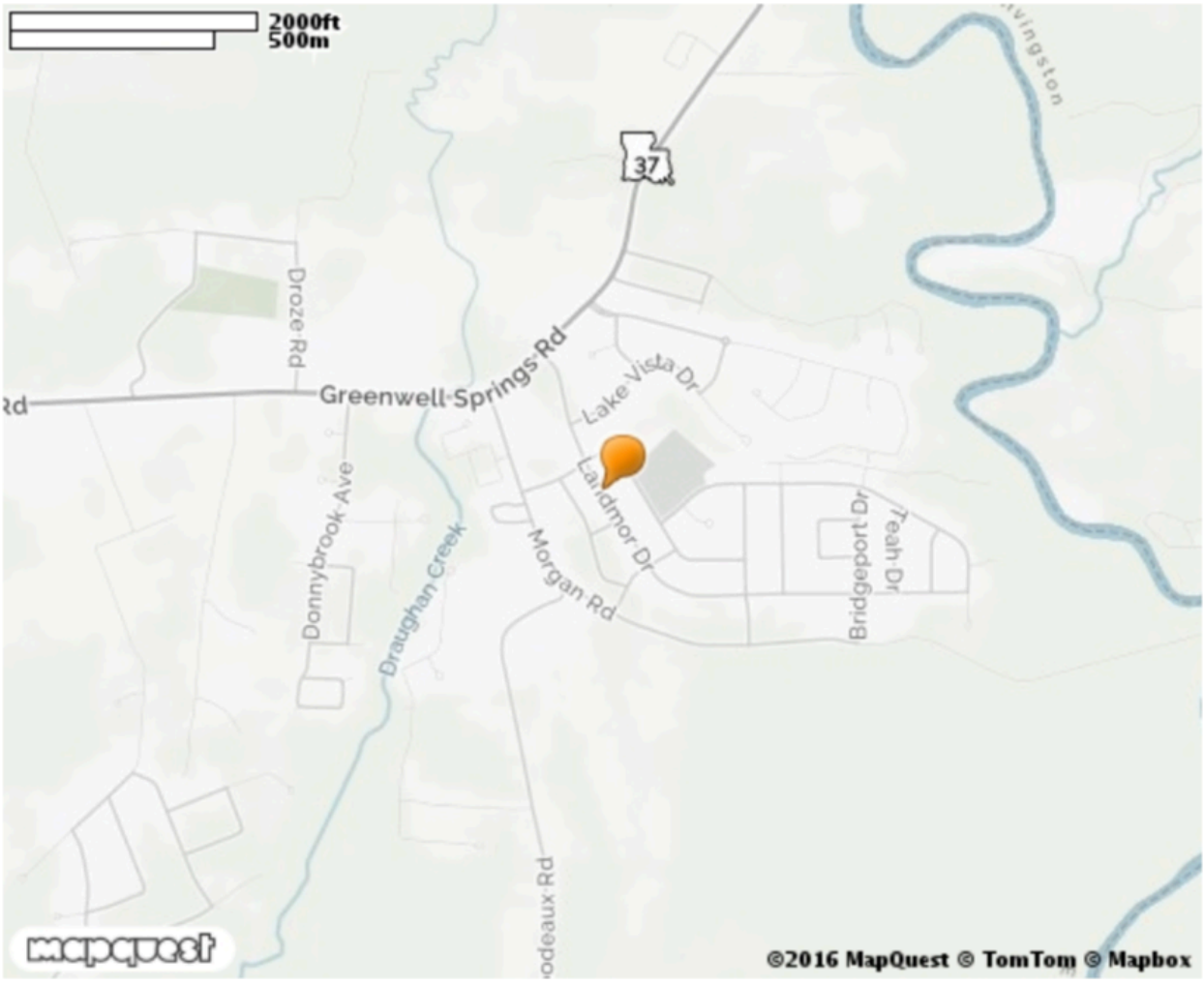
Address: 6698 LANDMOR DR
Greenwell Springs, LA 70739

ROE Number

R04001P

Applicant Information

Carole Spurlin, Phone: 2254007518



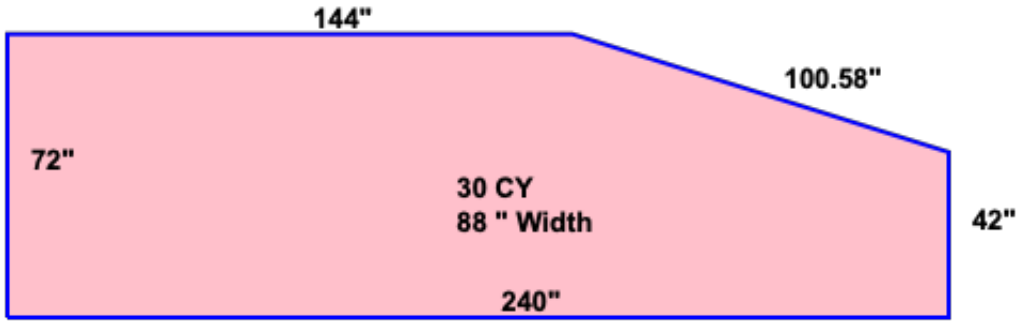
DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Truck Certification Form

Lee County, GA Hurricane Michael Debris Removal
Leesville, GA

Current Truck Number 00006406 7 of 9

Truck Owner: Lee County Commissioner
Truck Type: Self Loader
Truck Tag State: GA Truck Tag Number: GV4626L
Sub Code: LEECNTY
Trailer Tag State: Trailer Tag Number:
Capacity (CY): 30
Owner Truck No: 810



Bed Hoist (Inches)
L1: L2:
W: H:

End Radius (Inches)
R: H:

Bottom Radius (Inches)
R: L:

Measured By: Dennis Cruthirds
Date Measured: 3/4/2019 9:08:01 AM

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Section 5 :
Other Information

DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Publish: Daily Business Review, April 12, 2019

Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.

An acknowledgment and/or response to each section of the proposal.

Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.

Identification of three (3) entities for which the Offeror is providing or has provided Debris Monitoring Services of the type requested, including the name, position, and telephone number of a contact person at each entity.

Identification of all legal claims, demands, contracts terminated, or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.

An electronic copy or one (1) original and seven (7) copies of the proposal should be mailed or delivered no later than 2:00 PM, August 06, 2018, to the Village of Biscayne Park, Village Hall 640 NE 114 Street, Biscayne Park, FL 33161.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

Company DebrisTech, LLC

Address 925 Goodyear Blvd., Picayune, MS 39466

Authorized Representative Brooks Wallace Title President (Please Print)

Authorized Signature [signature] Date

Telephone Number 601-658-9598 Fax Number 601-658-9565

E-mail Address brooks@debristech.com

Section 5

Cost Proposal Form

Labor Rates for the services requested by the Village of Biscayne Park are shown below. Proposers may offer other required positions as necessary with the written approval of the Village Project Manager.

All such positions and applicable hourly rates shall be included with job descriptions.

Title Role	Hourly Rate (US$)
Project Manager	$75.00
Operations Manager	$65.00
FEMA Coordinator	$85.00
Scheduler / Expediters	$00.00
GIS Analyst	$00.00
Field Supervisors	$45.00
Debris Site / Tower Monitors	$35.00
Environmental Specialist	$55.00
Project Inspectors (Load Ticket Data Entry Clerks)	$00.00
Billing and Invoicing Analysts	$00.00
Administrative Assistants	$00.00
Field Coordinators (Crew Monitors)	$35.00

Positions with the hourly rate of $00.00, are not necessary when utilizing the DebrisTech ADMS and therefore will not be billed to to the client.

RESPONDENT, INDIVIDUAL, PARTNERSHIP, CORPORATION OR ASSOCIATION RESPONDING TO THIS SOLICITATION CERTIFIES THAT ALL STATEMENTS MADE IN THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE.

1. Respondent agrees to hold this offer open for a period of 90 days from the deadline for receipt of proposals.
2. Respondent understands and agrees to be bound by the conditions contained in this solicitation and shall conform to all requirements.

Brooks Wallace, President	May 1, 2019
Authorized Respondent Representative	Date

ATTACHMENTS

ATTACHMENT "A"

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards.

ATTACHMENT "B"

Public Assistance Debris Management Guide

ATTACHMENT "C"

Public Assistance Debris Monitoring Guide

ATTACHMENT "D"

Disaster Assistance Policy 9523.11
Hazardous Stump Extraction and Removal Eligibility

ATTACHMENT "E"

Non- Collusion Affidavit

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, on this day personally appeared Brooks Wallace (Authorized Officer), who being by me duly sworn, deposes and says:

That he/she is the President of the corporation/partnership known and styles as DebrisTech, LLC, duly formed under the laws of the State of Mississippi, on May 1, 20 19, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.

That DebrisTech, LLC (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the procurement of Debris Removal and Disposal Services for the Village of Biscayne Park Florida, to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.

That DebrisTech, LLC (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.

That DebrisTech, LLC (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.

That DebrisTech, LLC (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person who bids on the Project.

That no officer of DebrisTech, LLC has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.

That these representations and warranties will be true at the time of the bid opening.

By: Brooks Wallace

Its: President

Authority Warranted

SWORN TO and subscribed before me this 1st day of May, 2019.

Herman L Dungan IV

Notary Public

My Commission Expires September 20, 2021

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/1/2019

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

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

PRODUCER BXS Insurance 16 Thompson Park Hattiesburg MS 39401	CONTACT NAME: Laurie McCrea PHONE (A/C, No, Ext): 601-554-7327 FAX (A/C, No): 877-288-0152 E-MAIL ADDRESS: laurie.mccrea@bxsi.com
INSURED DEBRINC-01 DebrisTech, LLC 925 Good Year Blvd Picayune MS 39466	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Casualty Company of Reading, PA — 20427 INSURER B : Continental Casualty Company — 20443 INSURER C : Berkley Insurance Company — 32603 INSURER D : Valley Forge Insurance Company — 20508 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 338840971 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	B6020088716	11/9/2018	11/9/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BUA6020088764	11/9/2018	11/9/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	B6045467767	11/9/2018	11/9/2019	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC643514587	11/9/2018	11/9/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Pollution Liability Included Claims Made Policy Form			AEC902289602	9/15/2018	9/15/2019	Each Claim Aggregate Deductible	$1,000,000 $1,000,000 $15,000

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

Commercial General Liability provides additional insured coverage as required by written contract.

Automobile liability provides additional insured coverage as required by written contract.

Commercial General Liability, Auto Liability and Workers Compensation provide waiver of subrogation as required by written contract.

Umbrella Liability policy follows form of the Underlying policies, General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER

Village of Biscayne Park
600 NE 114 St
Biscayne Park FL 33161

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

DEBRISTECH

CONTACT US

A 925 Goodyear Blvd, Picayune, MS 39466

W DebrisTech.com

C +1-601-916-1113

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CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(RFP #66-16-17 Disaster Debris Monitoring Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this day of _____, 2018, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **Atkins North America, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal business office at 4030 West Boy Scout Blvd., Suite 700, Tampa, FL 33607 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on February 22, 2018, the City advertised ***Request for Proposal #66-16-17 Disaster Debris Monitoring Services*** ("RFP"), seeking a qualified and experienced contractor to provide the City with disaster related debris monitoring services to support the oversight and management of debris recovery and removal process and other related services, including damage assessment, training, emergency planning, and facilitating lines of communication between the City and FEMA, other federal agencies, the State of Florida, and Miami-Dade County ("Services"); and

WHEREAS, Atkins North America, Inc. was evaluated by City administration as the sole responsive firm which presented those qualifications and references most advantageous to the City; and

WHEREAS, Atkins North America, Inc., has expressed its capability, expertise and willingness to perform the Services in accordance with the terms, conditions, requirements and specifications contained in the RFP; and

WHEREAS, on June 12, 2018, the Mayor and City Council of the City of North Miami, Florida, passed and adopted a resolution approving the selection of Atkins North America, Inc., as the Contractor and authorized the City Manager to execute an agreement for the provision of Services.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

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2.1.1 City of North Miami *Request for Proposal #66-16-17 Disaster Debris Monitoring Services*, attached hereto by reference;

2.1.2 Contractor's response to the RFP ("Proposal"), attached hereto by reference;

2.1.3 Contractor's Fee Schedule, attached hereto as Exhibit A;

2.1.4 Any additional documents which are required to be submitted by Contractor pursuant to this Agreement and RFP.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.
2.2.2 This Agreement.
2.2.3 The RFP.

2.3 The Parties agree that Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFP prior to Contractor submitting its Bid Submittal or the right to clarify same shall be waived.

ARTICLE 3 – TERM OF AGREEMENT

3.1 The initial term of this Agreement shall be a period of three (3) years commencing on June 1, 2011 ("Initial Term"), unless terminated earlier by either Party.

3.2 Following the Initial Term, the City shall an option to renew for two (2) additional one (1) years periods, on a year by year basis, in writing and with the same terms and conditions.

3.3 The City reserves the right to request and consider yearly price quotations from Contractor, prior to each renewal period.

3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to timely perform Services or any portion thereof, the City may request that the Contractor, within a reasonable period of time, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

4.1 Payment to Contractor for Services to the City will be made in accordance with the terms of the RFP and Contractor's Fee Schedule, attached hereto.

4.2 Contractor shall be paid within thirty (30) days of receipt of invoice the total shown due, provided the City has accepted Contractor's performance.

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4.3 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Contractor shall provide the Services set forth in the Contract Documents and in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession. The City reserves the right to issue directives as necessary to facilitate the flow of work or to minimize any conflict or hazard with public operations.

5.2 Contractor shall provide Services under the direction of and to the satisfaction of the City. The City shall make decisions on all claims regarding the interpretation of the Contract Documents and on all other matters relating to the execution and progress of the Services rendered by Contractor.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Pursuant to Contract Documents, Contractor shall comply with the City's Local Preference Code requirements by assigning no less than ten percent (10%) of the total value of the Services undertaken on an annual basis, to the local firm of: AR Toussaint & Associates, 620 NE 126th Street, North Miami, FL 33161.

ARTICLE 6 - INDEPENDENT CONTRACTOR

6.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 7 - CONFLICTS OF INTEREST

7.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

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7.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on work assigned to the Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 8 - DEFAULT

8.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within five (5) business days after receiving notice of default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - TERMINATION RIGHTS

9.1 The Parties shall have the right to terminate this Agreement at any time, with or without cause, upon ten (10) days written notice to the other Party. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 10 - NOTICES

10.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To Contractor:	Atkins North America, Inc. Attn: Ernest Edgar, Registered Agent 4030 West Boy Scout Blvd., Suite 700 Tampa, FL 33607
To City:	City of North Miami Attn: City Manager 776 N.E. 125th Street North Miami, Florida 33161
With a copy to:	City Attorney City of North Miami 776 N.E. 125th Street North Miami, Florida 33161

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

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10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 - PUBLIC RECORDS

11.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

ARTICLE 12 - INDEMNIFICATION

12.1 Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

12.2 Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing services under this Agreement. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

12.3 Contractor has visited the worksite and is familiar with the local conditions under which the Services are to be performed, and relieves the City from any liability in regard to any matter not immediately brought to the attention of the City.

12.4 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 13 - INSURANCE

13.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage specified in the RFP and provide that the City is an additional named insured, with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance described in the RFP and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Contractor shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

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Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

13.2 All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

14.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

14.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

14.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

14.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

14.6 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

14.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

14.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

14.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

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14.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

14.11 This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

14.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

14.13 All other terms, conditions and requirements contained in the RFP, which have not been modified by this Agreement, shall remain in full force and effect.

14.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

DocuSign Envelope ID: 511D115C-0AB7-4B8F-A739-D2942A893E11

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: DocuSigned by: Ernie Edgar 0B4F5FCC4F99434...

Print Name: Ernie Edgar

Date: 8/8/2018

Atkins North America, Inc., a Florida Profit Corporation:

"**Contractor**"

By: DocuSigned by: Charlotte Maddox 5509D6D53AFC41A...

Print Name: Charlotte Maddox

Date: 8/8/2018

ATTEST:

By: DocuSigned by: 2C7010872EE8414...

Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal corporation: "**City**"

By: DocuSigned by: Larry Spring C23984DEA2724CF...

Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: DocuSigned by: Jeff P. H. Cazeau 3C2C76D6D7D5464...

Jeff P. H. Cazeau
City Attorney

Original

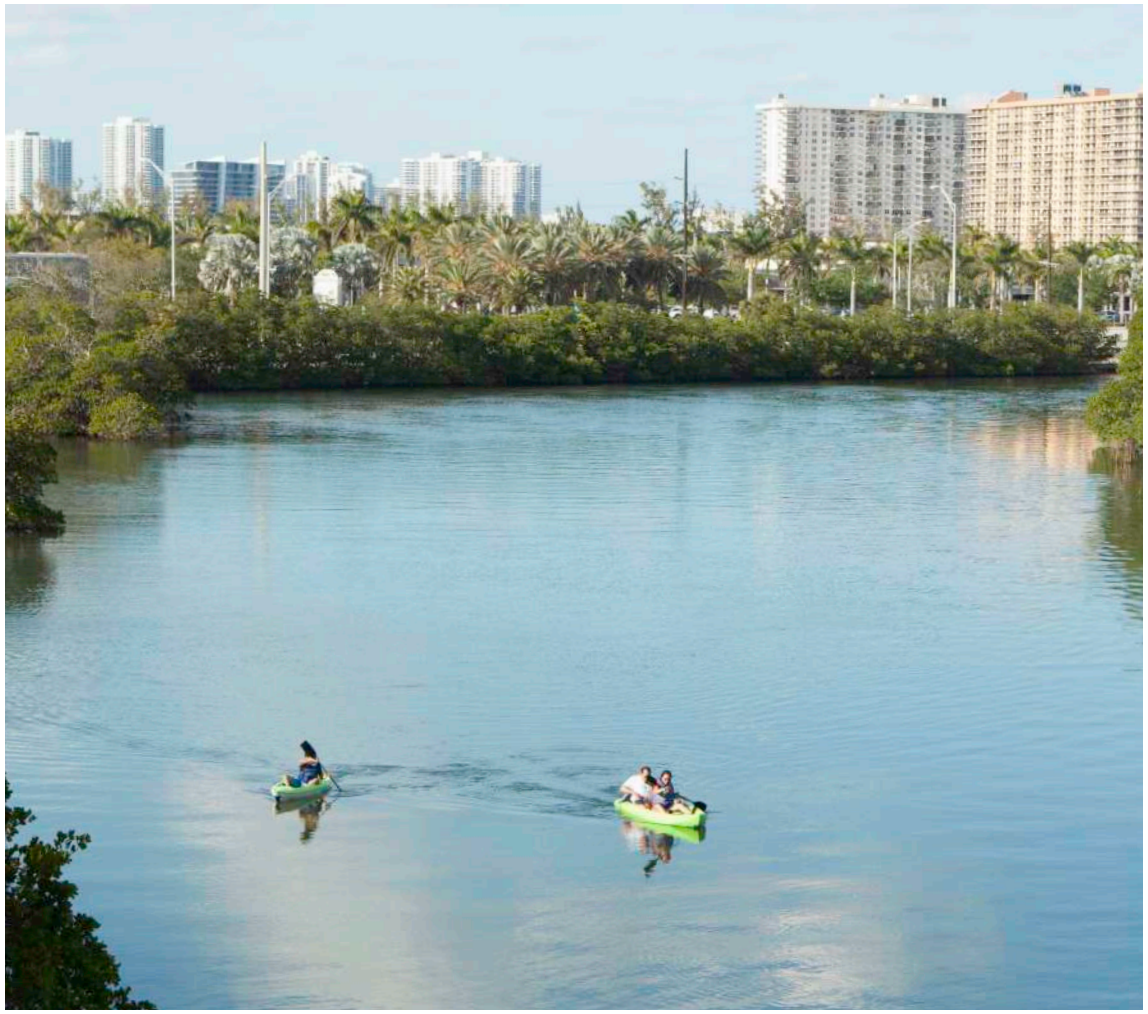
SNC·LAVALIN

ATKINS
Member of the SNC-Lavalin Group

CITY OF NORTH MIAMI, FLORIDA

Disaster Debris Monitoring Services

RFP No. 66-16-17 | April 10, 2018



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1
Cover page

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1. Cover Page

COVER PAGE & CONTACT INFORMATION

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of Proposer(s):	Atkins North America, Inc.
Federal Employee Identification (FEIN) Number:	59-0896138
Mailing Address:	800 Waterford Way, 7th floor
City, State, Zip Code:	Miami, FL 33126
Contact Person:	Scott Lawson, Ph.D., PE, LEED AP
Title:	Director, Emergency Management National Services
Email Address:	Scott.Lawson@atkinsglobal.com
Telephone Number:	305.592.7275 or 800.597.7275
Fax Number:	305.599.3809

P#59794.JR.18

I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements outlined herein.

Name of Company: Atkins North America, Inc.

Authorized Signature:

Ruben Hernandez Gregorat, PE

Title of Officer: VP, Sr. Division Manager

P#59794.JR.18

Date: April 6, 2018

Project subject: North Miami Disaster Debris Monitoring Services - RFP No. 66-16-17

NARRATIVE DESCRIPTION
PROPOSAL SUBMITTAL CHECKLIST

This checklist is provided for the Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist is not a comprehensive list of all documents to be submitted as part of the Respondent's proposal and may not necessarily include all of the requirements listed throughout this Solicitation.

Company Name: Atkins North America, Inc.

Each item listed below should immediately follow this checklist, in said order:

Tab/Page No	Section One: Forms	OFFICE USE ONLY
1	Cover Page/Information Sheet/Signature Page	
3	Submittal Checklist	
Tab/Page No.	**Section Two: Narrative Description**	**OFFICE USE ONLY**
4	Proposal Letter	
6	State of Florida active Sunbiz report *(if applicable)*	
7	Current Registrations and/or Certifications	
Tab/Page No.	**Section Three: City Contract Forms**	**OFFICE USE ONLY**
46	A-1 Public Entity Crimes Affidavit	
48	A-2 Non-Collusive Proposal Certificate	
50	A-3 Local Preference Affidavit *(if applicable)*	
52	A-3(a) Subcontractor Local Preference	
79	A-5 Acknowledgement of Addenda	
80	A-6 Disclosure of Sub-contractors & Suppliers (*if applicable*)	
81	A-7 Insurance Requirements	
82	A-14 References	

All of the City Contract Forms can now be found on our website. These forms are fill-in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.

http://www.northmiamifl.gov/departments/purchasing/forms.aspx

FOR PURCHASING OFFICE USE ONLY		
☐ Complete	☐ Incomplete	☐ Other: _____

P#59794.JR.18

Atkins
800 Waterford Way, 7th Floor
Miami, FL 33126

Phone: +1.305.592.7275

www.atkinsglobal.com/northamerica

April 10, 2018

Phillip Ford
City of North Miami
Office of The City Clerk
City Hall, 1st Floor
776 NE 125th Street
North Miami, Florida 33161-4116

Re: Disaster Debris Monitoring Services - RFP No. 66-16-17

Dear Mr. Ford and Selection Committee Members:

North Miami is vulnerable to hurricanes, floods, tornados, and other natural or human-caused disasters that can generate large amounts of debris. Hurricanes Matthew and Irma has shown that if impacted by such events, the City will require a debris monitor with comprehensive capabilities, knowledge, expertise, and resources to effectively monitor and document debris removal operations to capitalize on cost reimbursement from various agencies such as the Federal Emergency Management Agency (FEMA), the Florida Division of Emergency Management, and the Florida Department of Transportation.

An industry leader in administering and reconciling costs for state and federal grants associated with debris monitoring operations, Atkins' experience serving many state and local emergency management agencies in an oversight role has provided us with extensive knowledge of the federal agencies that would be involved with reimbursement of emergency debris removal costs. Our in-depth knowledge of the entire debris removal process—from pre-event planning through grant closure—enables us to properly document costs and anticipate operational issues that could jeopardize reimbursement. Our experience helps us to assist our clients to quickly take control of and manage debris removal and disaster recovery operations as we have done for clients throughout Florida and the country.

Atkins has been working with local and state agencies in the field of emergency management since 1982 and has provided services in response to a myriad of natural hazard events. We have been providing debris monitoring services since 2002. We have been providing these and our engineering services in the North Miami area for many years. We believe we are the right team for the City. During the period of proposal evaluation, please feel free to contact Scott Lawson at 770.933.0280 or Scott.Lawson@atkinsglobal.com or Ruben Hernandez Gregorat, PE, MEM at 305.514.3233 or Ruben.HernandezGregorat@atkinsglobal.com.

P#59794.JR.18

Sincerely,

Ruben Hernandez Gregorat, PE, MEM
Vice President, Sr. Division Manager

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3
Business structure

3. Business Structure

Our corporate information including licences, certifications, and our most recent annual report are located on the following pages.

State of Florida
Department of State

I certify from the records of this office that ATKINS NORTH AMERICA, INC. is a corporation organized under the laws of the State of Florida, filed on February 29, 1960.

The document number of this corporation is 233840.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on February 15, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of February, 2018

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Ken Detzner
Secretary of State

Tracking Number: CC5459163389

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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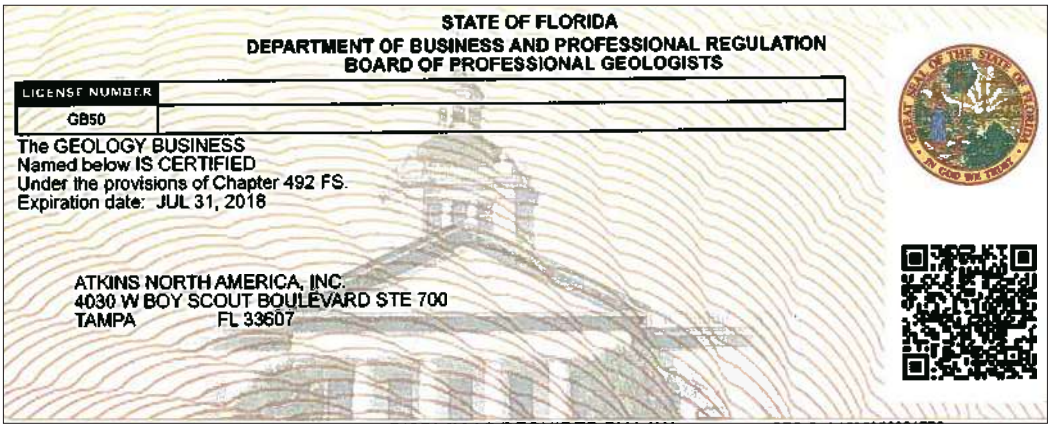
Geology



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL GEOLOGISTS

LICENSE NUMBER
GB50

The GEOLOGY BUSINESS
Named below IS CERTIFIED
Under the provisions of Chapter 492 FS.
Expiration date: JUL 31, 2018

ATKINS NORTH AMERICA, INC.
4030 W BOY SCOUT BOULEVARD STE 700
TAMPA FL 33607

Engineering

State of Florida
Board of Professional Engineers
Attests that
Atkins North America, Inc.

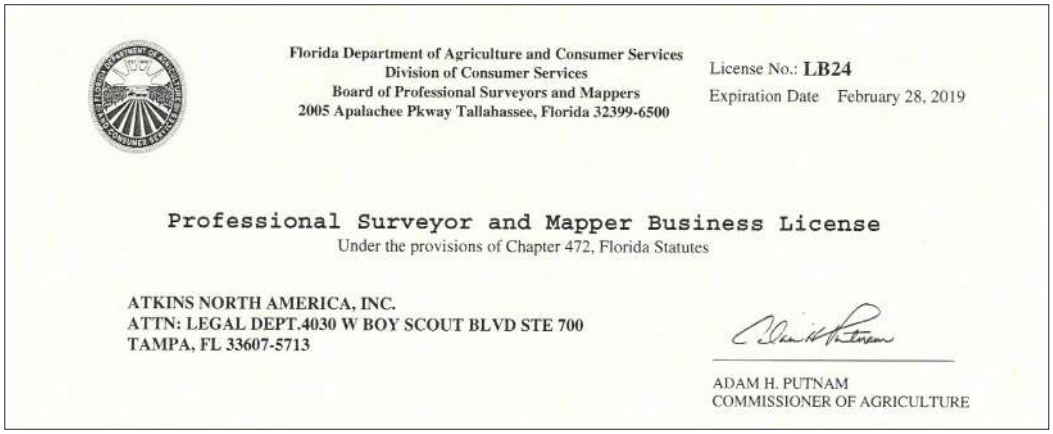
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019
Audit No: 228201904565 R

CA Lic. No:
24

Surveying



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB24
Expiration Date February 28, 2019

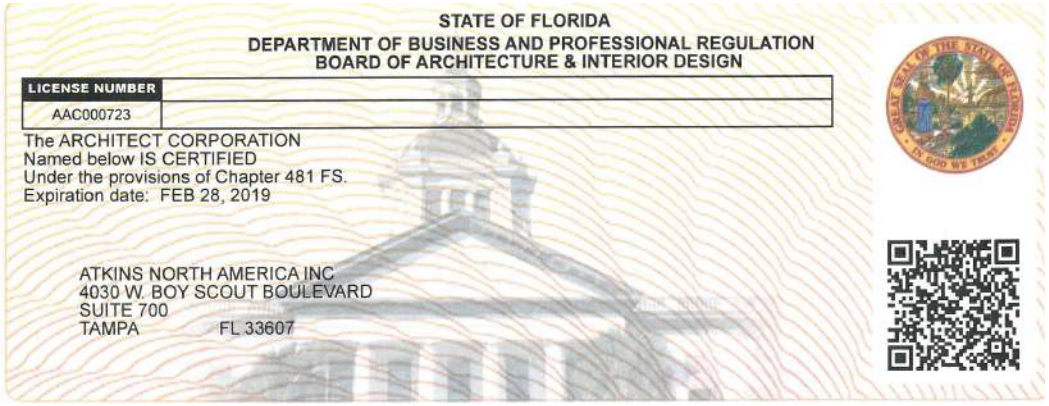
Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

ATKINS NORTH AMERICA, INC.
ATTN: LEGAL DEPT.4030 W BOY SCOUT BLVD STE 700
TAMPA, FL 33607-5713

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

P#59794.JR.18

Architecture



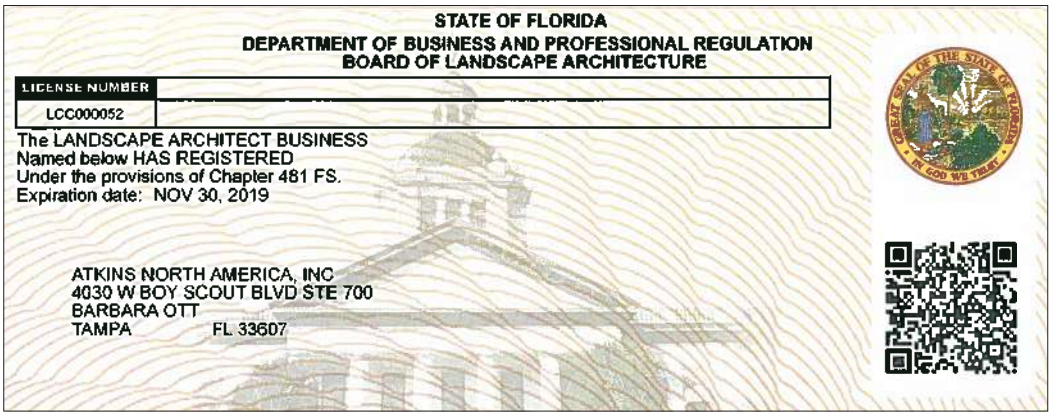
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER
AAC000723

The ARCHITECT CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2019

ATKINS NORTH AMERICA INC
4030 W. BOY SCOUT BOULEVARD
SUITE 700
TAMPA FL 33607

Landscape Architecture



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER
LCC000052

The LANDSCAPE ARCHITECT BUSINESS
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2019

ATKINS NORTH AMERICA, INC
4030 W BOY SCOUT BLVD STE 700
BARBARA OTT
TAMPA FL 33607

P#59794.JR.18

Annual Report

Per the request of the RFP, Section 3 - Business Structure, Atkins North America, Inc. (Atkins), has included our most recent annual report. Due to the nature that the report is confidential and proprietary, we have included a copy in a separate, sealed envelope.

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4
Qualification of the firm

4. Qualification of the Firm

Firm History

Atkins North America, Inc. (Atkins), a part of the SNC-Lavalin group, is a multidisciplinary firm providing comprehensive consulting services in emergency management, debris removal management and monitoring, FEMA Public Assistance (PA) support, planning, engineering, architecture, construction, environmental sciences, transportation, program management, geomatics, architecture, landscape architecture, asset management and information technologies.

Our clients represent a mix of public and private sectors and include transit and toll road agencies; regional, state, and federal agencies; counties and municipalities; and contractors. Since 1938, we have further established our reputation as a firm that manages the most challenging assignments and delivers them on time and within budget. Our strength lies in the broad experience of our personnel, breadth of our technical skills, and ample system resources we leverage to simultaneously support a diverse range of projects.

Atkins has enjoyed working closely with federal, state, and local agencies on a wide variety of debris planning and monitoring projects, as well as the full range of emergency management planning, response, recovery, and mitigation projects. Atkins is very proud of our long history of providing clients with responsive and reliable emergency management, planning, and engineering services, which this is evident by our 90 percent repeat business.

Atkins has more than 3,900 employees and 77 offices located throughout North America and supported by an additional 50,000 employees in offices worldwide. Atkins offers a tremendous depth of experience and staff capacity to meet the City's disaster debris monitoring needs and understands the City's needs and is ready to begin this project immediately upon issuance of a notice to proceed (NTP). We have current experience with the City and the geographic area so there will be no ramp up time and no requirement to educate a new team regarding your preferences for operations and reporting.

Atkins has a large pool of resources to pull from if the need arises. Our key debris operations and monitoring staff have experience with both small and large disaster debris management projects and cost reimbursement. Atkins' debris monitoring field supervisors, field coordinators, and data managers are long-time employees of Atkins who are currently on active and part-time status. They are part of our large cadre of employees who have been working with Atkins since 2003. Our crew monitors, field coordinators, project inspectors, debris site/tower monitors, GIS, schedulers, and administrative assistance will be provided from the North Miami area by our partner, Aerotek.

Our key personnel is shown on page 16 in the organizational chart. As shown on the resumes included on page 17, our key personnel have experience working with government entities on debris monitoring projects. Staff assigned to this project also have experience with hauler invoice reconciliation and verification, as well as special disaster recovery programs including issues related to removal of debris on private property, building demolitions, asbestos abatement, wet debris removal, and any other debris removal that the City can expect to face. Our staff also has experience with the NRCS Emergency Watershed Protection Program (EWP), FEMA 325, FEMA 327, FHWA ER, and the FEMA PA programs.

Wayne Floyd

Our proposed project manager, Wayne Floyd, has been involved in all aspects of monitoring post disaster debris collection operations, including interagency planning and coordination, contract development and contractor evaluations, debris plan writing, debris site selection, response and activations, Initial Damage Assessment (IDA) cut and toss, removal/hauling, final disposal, invoice reconciliation, contractor payments, and all phases of federal reimbursement (grant writing, closeout, and audit). He has been the project manager for large-scale debris projects reimbursed by FEMA, FHWA, and NRCS. He most recently managed the Hurricane Matthew response and recovery activities in Horry County, South Carolina which included debris removal from Horry County, City of North Myrtle Beach, and Town of Briarcliff. The project also included the debris removal projects funded by both FEMA and NRCS which included 212 miles of drainage district canals across 2 watersheds and 3 subdivisions. The project was completed in less than 60 days and was negotiated through both SCEM and FEMA as a Lump Sum Not to Exceed project.

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In our decisions to pursue debris monitoring work, we make it a priority to identify our team's availability to respond to our commitments, and we consider the geographic proximity of our future and existing commitments before deciding to pursue additional contracts. Atkins does not have other commitments that would have an impact on us performing the scope of services. Our experience with the many regional and statewide disasters projects that we have managed demonstrates that we can mobilize large numbers of disaster recovery personnel to meet our commitments.

Firm Experience

1. Five years experience demonstrating capacity and expertise in Disaster Debris Monitoring services.

A leader in disaster debris removal monitoring, Atkins has been actively assisting clients with debris removal projects for more than 16 years. We have gained extensive experience supporting large and small debris management projects, from straightforward right-of-way monitoring to more complex debris removal projects involving private roads and private property debris removal, hazardous stumps, trees and limbs, rights-of-entries/hold harmless, demolitions, waterway debris removal, sand-sifting, channel and harbour dredging, and any type of debris stream that can be generated by a natural disaster. We also have experience related to solid waste and hazardous waste management and disposal including the separation and proper disposal of household hazardous waste, white goods, and asbestos-containing materials.

Atkins has provided debris monitoring and planning services for our clients since Hurricane Andrew in 1992.

Atkins has also coordinated with state departments of environmental protection (DEP), the U.S. Army Corps of Engineers (USACE), the Natural Resources Conservation Service (NRCS), and U.S. Coast Guard in completing large, complex debris removal efforts. Atkins provided similar services following Hurricane Charlie in 2004, Hurricane Katrina in 2005, and the tornado outbreak in Alabama in 2011. More recently, we monitored debris removal operations following the 2014 ice storm in Berkeley County, South Carolina, following Hurricane Matthew for Rockledge, Florida, and following Hurricane Irma again for Rockledge, Florida and Bradenton Beach, Florida.

Our debris removal team is backed by national resources and expertise that enable us to maximize operational efficiency and federal reimbursement of debris removal operations.

Our knowledge of federal, state, and local environmental laws and regulations enables Atkins to proactively communicate with clients of the various permitting requirements, which also ensures clients retain maximum federal dollars associated with their projects.

2. Documented knowledge and Experience of Federal, State, and Local emergency agencies. State and federal programs funding sources and reimbursement procedures/processes. Corporate experience not in last 5 years, need to show experience with business.

Atkins has experience coordinating debris activities with state and federal agencies, such as FEMA, FHWA, NRCS, and state emergency management agencies and departments of transportation. The Atkins team understands the importance of effectively managing and thoroughly documenting all recovery efforts including those funded by a federal agency. We are also aware that operations must follow all federal and state environmental regulations for staging and disposal, and we are familiar with acquiring authorization for temporary debris management sites.

Regardless of the emergency type, effectively tracking and managing personnel, equipment, and technologies during any response or recovery situation is vital to the operational and financial success of the recovery. Atkins has managed a wide variety of recovery operations and has tracked such operations for reimbursement. Atkins' emergency management staff work year-round, with much of our work in Florida and recently in South Carolina and Georgia. As such, we are familiar with the policies and procedures of the area.

We are currently providing staff for the Mississippi Emergency Management Agency, and have recently provided staff for the South Carolina Emergency Management division, the FDOT District Seven's emergency operations center, and the Louisianna Department of Transportation and Development's Emergency operations director.

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We have a routine working knowledge of federal regulations and policies such as the Sandy Recovery Improvement Act (SRIA), FHWA MAP 21, and FEMA's new Public Assistance Alternate Project Procedures (PAAP). Our staff is currently working through these complicated regulations with various local and state agencies in Florida, Georgia, and South Carolina, and with clients in New York and New Jersey. FHWA MAP 21, which effectively removes FHWA from debris reimbursement when a FEMA disaster is declared, as well as the SRIA PAAP, will directly affect the City's reimbursement of its recovery costs from any disaster debris removal operation.

In addition to our debris monitoring experience, Atkins has provided FEMA Public Assistance (PA) and FHWA Emergency Relief (ER) support and grants management services to state and local agencies in the southeast and throughout the country. Atkins is still assisting the Mississippi Emergency Management Agency with their recovery efforts following Hurricane Katrina. We recently provided PA support services to LA DOTD following August 2016 catastrophic flooding as well as Port Canaveral in Florida, which sustained significant damages from Hurricane Matthew.

Atkins provided disaster documentation services as the sub-applicant's representative for three consecutive years in Volusia County, Florida, assisting affected departments with all aspects of recovery reimbursement and serving as their representative for FEMA and FHWA interactions. Declared disasters included the 2007 Groundhog Day Tornados, Tropical Storm Fay in 2008, and the catastrophic flooding in 2009.

In addition to recovering money in some areas that had been overlooked, Atkins provided accurate guidance to assure the did not submit ineligible claims that would put their funding in jeopardy.

3. Five years experience and demonstrated knowledge of environmental requirements.

Atkins has successfully provided debris monitoring services for clients throughout Alabama, Florida, North and South Carolina, Virginia, Georgia, and Mississippi. For many of our clients, we provide year-round debris management services and serve as pre-positioned debris monitors.

Our services include developing and maintaining the debris management plan, conducting debris training, and assisting with temporary debris management site selection and Florida Department of Environmental Protection (FDEP) or DEQ staging site authorizations.

Atkins has coordinated with state departments of environmental protection (DEP), USACE, and U.S. Coast Guard in completing large, complex debris removal efforts following Hurricane Katrina in 2005, and the tornado outbreak in Alabama in 2011.

4. Five years experience in all aspects of emergency management, to include procurement, operations, planning, contract management and accounting systems.

Atkins is a leader in providing disaster management consulting services for all phases of emergency management—response, recovery, preparedness, and mitigation. We assist our clients with debris removal management and monitoring, response and recovery services, FEMA Public Assistance (PA) and FHWA Emergency Relief (ER) Program support, mitigation programs, the development of debris and other emergency management plans, and associated training.

Atkins has been working in the field of emergency management since 1982 and has provided services in response to a myriad of natural hazard events, including Hurricanes Andrew (1992), Fran (1996), Floyd (1999), Isabel (2003), Charley/Frances/Ivan/ Jeanne (2004), Katrina (2005), Wilma (2005), Ike (2008), Irene (2011), Sandy (2012), Matthew (2016); tornadoes in Alabama (2011); ice storms in North Carolina (2002) and South Carolina (2013); as well as flooding in Colorado (2013), Texas (2015), South Carolina (2015), and Louisiana (2016). We performed Hurricane Matthew debris removal monitoring for several clients including the City of Tybee Island, Windmill Harbour Homeowner's Association in Hilton Head, South Carolina, and in Rockledge, Florida. We also providing debris management across the state for South Carolina Emergency Management Division.

Our expertise enables local government clients like the City to manage their own disaster recovery programs and helps them navigate complex federal and state grant programs in order to maximize cost reimbursement. Our comprehensive experience in the field of emergency management also allows us to foresee and resolve issues before they become problems for our local clients.

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5. Documentation of location and resources available at operating office:

a. Complete address of office location

Atkins Local Office
800 Waterford Way, 7th Floor
Miami, FL 33126
305.592.7275 (Phone)
305.599.3809 (Fax)

b. Specific information resources regarding the location to include:

- *I. Number and disciplines of professional and technical personnel:* Atkins has 26 disciplines and 147 total technical staff in the Miami office. Further details can be provided upon request.
- *II. Equipment: Include any specialized equipment considered necessary for this service and other routine office equipment:* No specialized equipment is required other than ADMS support equipment (computers, i-pads and printers) which are provided by 4-M. All work will be documented on specific report formats that are downloaded onto laptop computers, iPhones, androids and iPads.

6. Provide a copy of Proposers internal training program.

Due to the nature that our internal training program is confidential and proprietary, we have included a copy in a separate, sealed envelope (see page 15).

Project Team Qualifications and Experience

Our key management staff have experience monitoring large and small disaster debris management projects that involved federal cost reimbursement. Our proposed project manager, Wayne Floyd, has over 35 years of experience in all phases of disaster management with extensive expertise in debris management and environmental health hazards associated with natural disasters. Like Wayne, much of our cadre of management staff have lead several debris monitoring projects and supported numerous large-disaster events.

Our key personnel have experience working with government entities similar to the City's on debris monitoring projects. Staff assigned to this project also have experience with hauler invoice reconciliation and verification, as well as special disaster recovery programs including issues related to removal of debris on private roads and private property, stumps, leaning tree, hanging limbs, waterway and wet debris removal, building demolitions, asbestos abatement, wet debris removal, and any other debris removal requirements the City might face. Our staff also has experience with the NRCS Emergency Watershed Protection Program (EWP), FEMA 325, FEMA 327, FHWA ER, and the FEMA PA programs. In addition to our Atkins staff, we are including the subconsultants listed below.

Subconsultants

Aerotek

Aerotek, a local staffing agency, will provide local debris monitoring, technical, professional, and industrial staffing, managed services programs and data entry support. Their personnel have provided services following Hurricane Irene in 2011, the February 2014 Ice Storms in South Carolina, Tybee Island, Windmill Harbour on Hilton Head Island South Carolina, and in Rockledge, Florida. All Aerotek staff will be trained and supervised by experienced Atkins field supervisors. Utilizing these local staff reduces expense costs to the City, ensures a reserve cadre is available if contractor resources increase, and provides local knowledge of the roadways on the City. It also puts recovery money directly back into the City and local area.

For debris events that require a large number of staff in a short period of time, Atkins will use the services of Aerotek to hire field and administrative personnel. Aerotek provides technical, professional, and industrial staffing and managed services programs. They place fully screened and qualified candidates for positions in a variety of industries and segments including debris monitoring. Aerotek's approach to building a customized staffing solution is to understand the client's organization and identify how they can provide support.

Following Hurricane Irene in Virginia, Atkins contracted with Aerotek to hire 100% local personnel for loading site and debris management site monitors and data support personnel. All local hires participate in a 2.5-hour training session by experienced Atkins trainers and are under the constant supervision of our field supervisors. Using Atkins' resources and those of Aerotek, our team can provide a cadre of more than 200 screened and trained personnel within 24-48 hours of event.

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Florida Disaster Consulting (FDC)

FDC would provide field supervisors and billing and invoice analysts if needed. FDC has been providing full-service disaster management services since 2008, specializing in program integration, cost recovery, public-assistance grant management, emergency management, and intergovernmental relations for all types of natural and man-made catastrophic events. FDC's primary focus is helping state, local, and municipal government agencies as well as private businesses and nonprofit groups, navigate the many federal, public, individual, and mitigation assistance programs and procedures.

Based out of Lakeland, Florida, with professionals located throughout the U.S., FDC's team serves in leadership and technical support roles with state, local and federal agencies, and private nonprofits tasked with recovering from and mitigating against disasters. Their team includes both full-time staff and a cadre of 75 individuals providing the varying skills, knowledge, licensing, certification, and expertise required of each job performed. FDC will support Atkins to provide comprehensive solutions to the many complex situations that disasters present.

FDC and Atkins have a strong working relationship, most recently having partnered on Hurricane Matthew response for FDOT District Seven Emergency Operation Center activation. Since 2009, Atkins and FDC have worked together on the following emergency recovery projects:

- 2016 FDOT PA Support, Hurricane Matthew
- 2013 Insurance Housing Inspections for Citizens Insurance Corporation
- 2012 PA Support, Tropical Storm Debby, FL
- 2012 PA Support, State of Alaska
- 2010 IA-TAC Support Services
- 2010 PA Support, Alabama Tornado
- 2009 PA Support, South Padre Island, Texas
- 2009 PA Support, Tyler County, Texas

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Internal Training Program

Per the request of the RFP, Section 4 - Qualification of the Firm, Atkins North America, Inc. (Atkins), has included a copy of our Internal Training Program. Due to the nature that the report is confidential and proprietary, we have included a copy in a separate, sealed envelope.

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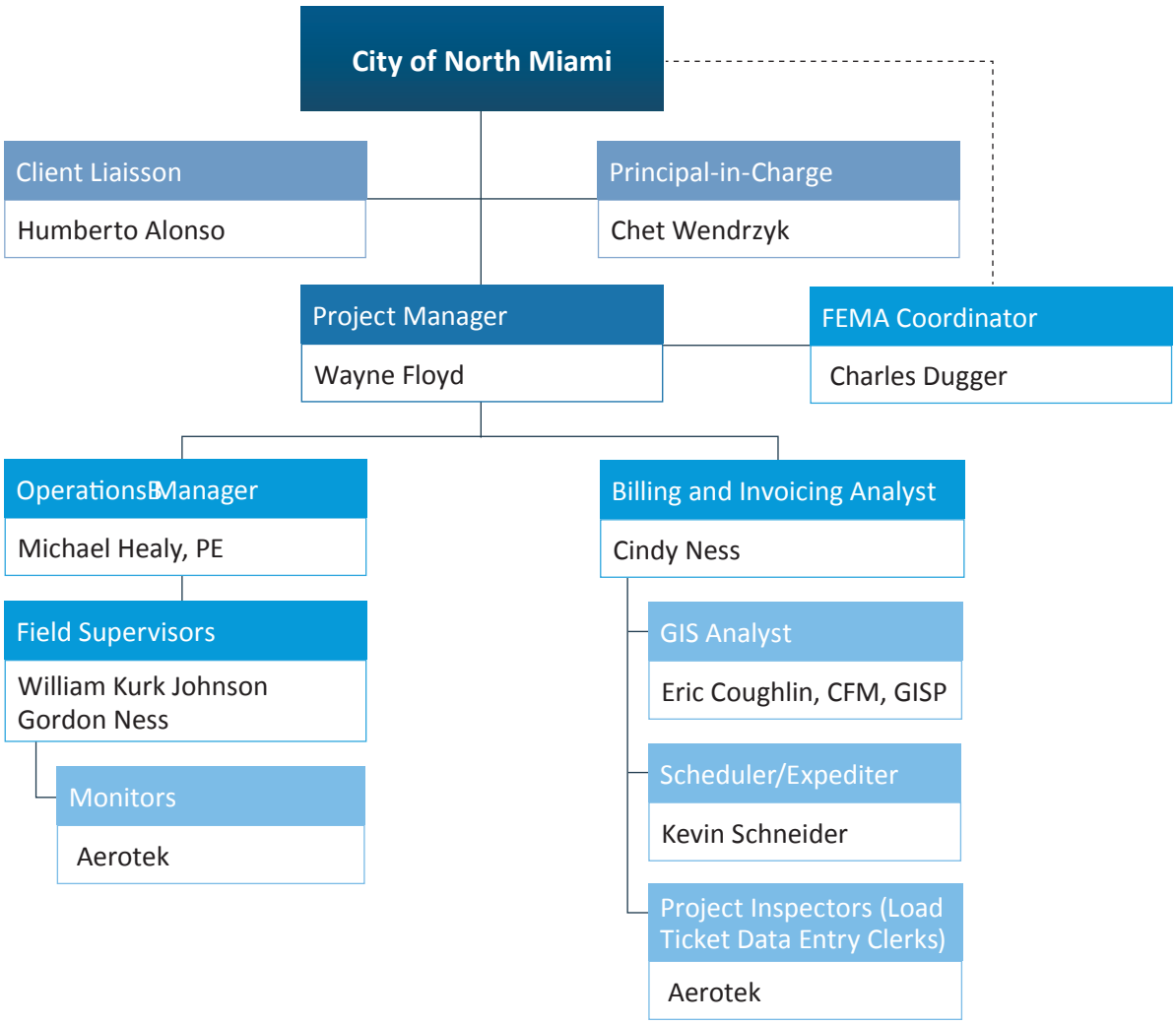
Organizational Chart

Below is an illustration of our proposed organizational chart.



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Wayne Floyd

Project Manager

Education

- B.S., Environmental Health, East Carolina University

Certifications

- Groundwater Water Treatment Operator, Grade A
- Surface Water Treatment Plant Operator, Grade A

Professional development

- Public Assistance Operations and Debris Management (Emergency Management Institute/Federal Emergency Management Agency), 2001
- Grade "A" Groundwater Water Treatment Operator
- Grade "A" Surface Water Treatment Plant Operator
- Solid Waste and Vector Control (Centers for Disease Control and Prevention, Atlanta, Georgia)
- Occupational Safety and Health Agency Training (40-Hour Hazardous Waste/8-Hour Hazardous Waste Site Supervisor/24-Hour Emergency Response/8-Hour Confined Space/CPR/First Aid)

Wayne Floyd has over 35 years of experience in all phases of disaster management with extensive expertise in debris management and environmental health hazards associated with natural disasters. His project experience includes serving as a project manager for the Texas Department of Transportation (TxDOT) Beaumont District conducting various debris missions throughout southeast Texas, serving under contract with the North Carolina Department of Transportation (NCDOT), and managing Atkins personnel providing auditing services for expenditures associated with various state disasters (Hurricanes Fran, Bonnie, Dennis, and Floyd, 1998 floods, the Stoneville tornado, and January 2002 snowstorms).

Previously, Mr. Floyd was involved with managing debris management operations for a number of jurisdictions in Florida in response to Hurricanes Charley and Frances. While under contract to North Carolina DOT, Mr. Floyd served as an on-site construction manager responsible for coordinating the services of a staff of 27 public assistance (PA) project officers in administering the FEMA PA Program. This involved working with NCDOT, the North Carolina Emergency Management Agency, FEMA, and local governments in the development of 404 and 406 mitigation proposals. Mr. Floyd was responsible for obtaining data and developing the environmental aspects of the mitigation proposals and the damage survey reports. In addition, he provided oversight to management contracts.

Mr. Floyd's project experience includes:

Debris Management, Mississippi Emergency Management Agency (MEMA). State PA officer. Mr. Floyd worked with FEMA, state PA coordinators, and project officers to develop validation guidelines for field operations and monitoring of debris removal operations throughout the State. Mr. Floyd was responsible for the coordination between FEMA's mission assignment for wet debris/sediment to the U.S. Coast Guard and the NRCS Emergency Watershed Protection jurisdictional issues and funding opportunities available to local communities and state agencies. He facilitated the combined efforts of FEMA, USCG, the Mississippi Department of Marine Resources, local counties, and Fortune 100 private companies in the removal of a 15,000 cubic yard debris field deposited in a sensitive marine preserve.

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Floyd, Wayne

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Hurricane Ike Recovery, Chambers, Harding, Jasper, Liberty, Newton, Orange, and Tyler Counties, TX. Mr. Floyd served as regional director responsible for managing staff providing FEMA PA and FHWA emergency relief grant reimbursement. He provided invoice validation, managed multiple TxDOT Debris removal contractors, and monitored firms working on debris removal from federal and state roadways and waterways.

Hurricane Irene Recovery, Craven County, NC, City of Virginia Beach and Newport News, VA. Mr. Floyd served as the PA officer. He was responsible for recovery efforts by local governments, FEMA PA and FHWA emergency relief grant management, contractor RFP and scope of work development, task order administration, invoice validation and payment approval, and documentation for category A through G reimbursement projects.

Hurricane Gustav and Ike, West Baton Rouge, West Feliciana, Pointe Coupee and Terrebonne Parishes, LA. Louisiana regional manager for debris removal projects statewide. Mr. Floyd provided environmental, historical, and archeological compliance review of all debris management sites and final disposal facilities utilized by Phillips and Jordan; environmental reconnaissance/ restoration of all debris management sites; review and validate invoice documentation provided by Phillips and Jordan and subcontractors to sub-grantees for FHWA and FEMA reimbursement; and consulting with clients on FEMA and FHWA force account documentation for reimbursement.

Hurricanes Irene and Sandy, City of Newport News, VA, and Craven County, NC. Mr. Floyd provided PA program management for these local governments in response to hurricane Irene. He functioned as the local governments "authorized representative" managing debris removal and monitoring operations as well as compiling documentation in support of project worksheets for categories A-G. He provided training program development and training of public works staff in initial damage assessment (IDA), preliminary damage assessment (PDA), direct and indirect administrative cost documentation and tracking in support of project worksheet eligible force account labor reimbursable cost. He was involved in the development of debris management plans including solid waste, wastewater, stormwater, facilities management, and streets department SOPs addressing pre-event, post event response and recovery operations plans.

April Tornadoes 2011, Wake County, NC. Mr. Floyd provided PA program management in response to April 2011 tornado event. He functioned as the local governments "authorized representative" managing debris removal and monitoring operations as well as compiling documentation in support of project worksheets for categories A-G. He worked with county officials and FEMA to obtain a private roads debris removal (PPDR) authorization from the FCO to remove and dispose of debris on all Wake County private roads within the affected area.

Belhaven Elementary, Beaufort County Schools, NC. Conducted a small-scale epidemiological survey and provided air quality data identifying the presence of mold and mildew spores in a concentration significant to affect public health. He evaluated the location and established cost associated with probable future damages to establish funding by FEMA for demolition and relocation of the facility.

Solid Waste Landfill, New Hanover County, NC. Worked with New Hanover County Environmental Management to establish impact of waste resulting from long-term loss of electrical service to residents and food service industry. Frozen food waste and fresh seafood losses were significant in volume to require special handling and reopening of a previously closed landfill cell. All costs associated with the reopening and closure of the cell were recovered under FEMA and public assistance programs

Town of Belhaven, NC. Inspected approximately 250 private structures for damages and competent structural integrity to be evaluated for inclusion in a community-wide hazard mitigation grant program. Helped develop a spreadsheet for cost analysis used to establish the cost-benefit of elevating structures above the 100-year flood elevation.

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Charles Dugger
FEMA Coordinator

Education
- M.P.A., Public Administration, North Carolina State University, 2001
- B.S., Sociology, North Carolina State University, 1997

Certifications
- FEMA Public Assistance Trainer, 2005

Charles Dugger has 19 years of experience working with local, state, and federal governments, tribal nations, and the private sector in disaster preparedness, response, recovery, and hazard mitigation planning, program management, reviewing/submitting request for information and operations. Mr. Dugger also has extensive experience with the Stafford Act and application for federal grant requirements while working with local, state, and federal agencies and contractors. As an emergency management specialist, he has been deployed throughout the United States for over 50 disaster declarations with responsibilities of managing 10-70 emergency staff and approving millions of dollars in federal grants. Mr. Dugger also has experience as a public assistance specialist, closeout specialist, training program developer, facilitator, appeal analyst, planner, and IMAT infrastructure lead.

Mr. Dugger's project experience includes:

2017 Puerto Rico FEMA's Sheltering & Temporary Essential Power (STEP) Program, Puerto Rico Department of Housing/Adjustors International, Puerto Rico. On-site Project Manager responsible for providing FEMA STEP policy and public assistance program guidance to PR DOH/AI and affiliated subcontractors and Atkins project management staff, providing source document review, call center performance management, recovery and outreach resources and coordination, process and efficiency development and reviews to maximize eligible federal reimbursements and delivery effectiveness. Provide senior management with technical reviews and recommendations to streamline STEP delivery and quality control review of FEMA source documents required to support program costs. Lead Atkins project managers, review and approve time sheets. Support PR DOH and AI with status reports for call center and DRC/outreach programs. Coordinate with FEMA disaster recovery branch director for PR to ensure resources are provided where high volume of applicants reside. Coordinate with media outreach contractor and DOH to support state representative's and local mayor requests for outreach/intake support.

2017 Florida Hurricane Irma Emergency Response, Florida Department of Transportation District Seven, Tampa Bay Area, FL. Disaster recovery emergency management specialist responsible for providing FEMA and FHWA guidance to FLDOT staff, providing source document review and project language to maximize eligible federal reimbursements. The project involves review of source documents and work descriptions to develop estimated/actual cost to include with FEMA/FHWA ER projects in order to develop project worksheets/DDIR. Provide policy direction/guidance and reports specific to tracking federal costs for project reimbursement.

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Dugger, Charles

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Flooding/Hurricane Emergency Response, SCEMD, Columbia, SC. Disaster recovery emergency management specialist responsible for providing FEMA and guidance to SCEMD staff, source document review for reimbursement, written PWs and amendments, and grantee reviews. Also reviewed requests for reimbursement, scope of work changes, improved/alternate projects, and 406 mitigation review to maximize eligible federal reimbursements. The project involved review of source documents and work descriptions to develop estimated/actual cost to include with FEMA projects. Provided policy direction and guidance, and insurance policy review/reconciliation where recommendations were required to be included with source documents for project creation.

2016 Florida Tropical Storm Flooding Emergency Response, Florida Department of Transportation District Seven, Tampa Bay Area, FL. Disaster recovery emergency management specialist responsible for providing FEMA and FHWA guidance to FDOT staff, providing source document review and project language to maximize eligible federal reimbursements. The project involves review of source documents and work descriptions to develop estimated/actual cost to include with FEMA projects in order to develop project worksheets. Provide policy direction/guidance and reports specific to tracking federal costs for project reimbursement.

2016 Georgia Hurricane Matthew Emergency Response, Tybee Island & Wind Harbor, Coastal , GA. Disaster recovery emergency management specialist responsible for providing FEMA guidance to Debris Operations Staff, providing source document review and quality control review of project tracking and reporting data to maximize eligible federal reimbursements. The project involves review of source documents and work descriptions to develop costs data for FEMA reimbursements. Provide policy direction/guidance and reports specific to tracking federal costs for debris projects under the FEMA PA re-engineering program.

2017 Flagler Beach Hurricane Matthew Emergency Response, Flagler Pier Federal Reimbursement, Flagler Beach, Coastal, FL. Disaster recovery emergency management specialist responsible for providing FEMA program requirements in the development of the City's 50% cost versus replace engineering assessment. Develop costs data for FEMA reimbursements and provide policy direction/guidance and reports specific to tracking federal costs for the pier project.

2017 Lexington County, SC Emergency Operation Plan Update, Lexington County, SC. Facilitated community stakeholder meetings to develop an all hazard emergency operation plan, EOP, to include the County's emergency support functions, debris operation plan, basic EOP plan and annexes in order for the Lexington County EOP to be compliant with the SC State EOP and federal response framework. Provided EOP plan updates for the county and suggestions to create a workable EOP.

2017 Atkins Coastal Engineering FEMA Projects, Multiple Atkins Clients. Provide FEMA Public Assistance subject matter guidance to Atkins Coastal Engineering Teams where FEMA grants are available to clients to include policy direction, direct administrative eligible work/costs, and scope of work submittals specific to the FEMA grant work. Maintain FEMA policy awareness and training in order to provide policy guidance to Atkins staff working with clients under FEMA grants.

2016 Louisiana Flooding Emergency Response, Louisiana Department of Transportation and Development, Baton Rouge, LA. Disaster recovery emergency management specialist responsible for providing Federal Emergency Management Agency (FEMA) and Federal Highway Administration to Louisiana Department of Transportation and Development staff, providing source document review and project language to maximize eligible federal reimbursements. The project involves review of source documents and work descriptions to develop estimated/actual cost to include with FEMA projects in order to develop project worksheets. Provide policy direction/guidance where recommendations are required to include with source documents for project creation, maximize all eligible federal funding, including direct administrative costs.

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Michael Healy, PE

Operations Manager

Education

- B.S., Civil Engineering, Virginia Polytechnic Institute and State University

Certifications

- Professional Engineer, North Carolina 27790, 2002

Professional affiliations

- American Society of Highway Engineers, Events chair, 2004-2005

Software

- FEMA's BCA Software version 4.5.5

Professional development

- ICS-100 - IS-100.b: Introduction to Incident Command System
- IS-200.b: ICS for Single Resources and Initial Action Incidents
- IS-630: Introduction to the Public Assistance Process
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations in FEMA's Public Assistance Program
- IS-700.a: National Incident Management System (NIMS), an Introduction
- IS-775: EOC Management and Operations
- IS-800.b: National Response Framework, an Introduction

Michael Healy has 21 years of experience and has extensive knowledge and diverse experience in roadway engineering and the risk and emergency management field. He has been assisting clients with all four phases of the disaster life cycle – planning and preparedness, response, recovery, and mitigation. Mr. Healy has worked on federally declared disasters, and has served as a state Deputy Public Assistance Officer, Task Order Manager on the Federal Emergency Management Agency (FEMA) housing missions, and project manager on many large scale public assistance and debris removal projects. He managed the Hurricane Katrina Public Assistance Staffing project for the Mississippi Emergency Management Agency, where Atkins assisted Mississippi Emergency Management Agency in the recovery of over $3.2 billion of public assistance reimbursements.

Since 1996, Mr. Healy has been assisting his clients thoroughly document their eligible disaster damages, formulate and write Project Worksheets, and manage their recovery and mitigation grants through closeout and FEMA/Office of Inspector General audits. His thorough knowledge of the Public Assistance eligibility criteria and procurement regulations has helped his clients maximize their federal reimbursements. He also has gained experience providing executive level consultation and planning services, especially in his role managing the Florida Department of Transportation District Seven Emergency Management Services contract. Part of this work included developing and updating all of the District's emergency plans as well as conducting all of yearly training and exercises – which included several full-scale exercises, numerous table top exercises, and training staff from the 5 counties and 37 cities in the Tampa Bay area on the public assistance program and debris roles coordination.

Through his many projects, Mr. Healy has also been involved in both the 404 and 406 Mitigation programs. He was a co-trainer for several years on the Benefit Cost Analysis modules where he trained applicants in several states on the use of the modules that determine the Benefit Cost Ratio. He is also very familiar with the ever changing 406 mitigation policies, which are now being encouraged for every PW that is written where possible.

Mr. Healy's project experience includes:

Grants Management Services, Louisiana Department of Transportation Development, Baton Rouge LA. Following the catastrophic flooding in 2016, Atkins was tasked by the LADOTD to assist with the flood response and recovery documentation. Mr. Healy served as project manager of the team that reviewed the documentation and provided documentation packages that will facilitate the development of the FEMA's Project Worksheets and FHWA's Detailed Damage Inspection Reports.

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Healy, Michael

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Important to LA DOTD was to incorporate and track discrepancies using the LA DOTD financial systems so that the LADOTD financial analysts could correct the discrepancies quickly using internal financial tracking software/systems. The Atkins team, using experience with similar tasks for other clients and knowledge of both the FHWA ER & FEMA PA programs, created an additional Direct Administrative Costs (DAC) tracker and a database for any discrepancies found during the documentation review so the LA DOTD team could maximize their grant reimbursement for the DACs of Atkins' services and provide a sortable database with review discrepancies so LA DOTD staff could more quickly resolve financial documents prior to submitting to FEMA.

Hurricane Harvey Substantial Damage Estimates, FEMA, Houston, TX. Under the STARR II joint venture, Mr. Healy served as a field lead for the teams performing Substantial Damage Estimates (SDEs) for FEMA following Hurricane Harvey in Houston and Port Arthur Texas. In less than 4 weeks the STARR II teams performed roughly 9,000 inspections of flooded homes in the floodplain, which consisted of recording high water marks for residential and commercial properties and estimating the damage percentages of certain building elements in the inspected structures.

Hurricane Irma and Hurricane Matthew Debris Removal Monitoring, City of Rockledge, FL. Mr. Healy served as the project manager when Atkins was activated to perform debris monitoring services for the City of Rockledge following Hurricane Matthew in 2016 and again following Hurricane Irma in 2017. Following Hurricane Matthew, Atkins mobilized more staff on the first day of operations than the City directed Atkins to be ready to monitor additional crews. Atkins monitored several contractor crews as well as the City's in-house staff that performed the debris removal. Debris quantities were roughly 22,000 CY with several hundred hazardous leaning trees and hanging limbs. Atkins support has also included keeping the City up to speed on private road clearance issues on the state level, and helping set up the waste stream with the County landfill. Following Hurricane Irma, Atkins mobilized more than 20 staff and monitored the removal of more than 28,000 CY and almost 400 hazardous leaning trees and hanging limbs.

Hurricane Matthew, PA Grant Management Services, Canaveral Port Authority, Port Canaveral, FL. Following Hurricane Matthew, Mr. Healy provided guidance to the Port and managed the Atkins staff that began identifying, quantifying, and scoping all of the Port's damages. Preliminary estimates were several million dollars of FEMA eligible damages. Concurrently, Atkins met with the Port's contracting and finance staff to make sure that all contracted work was adhering to FEMA's requirements. Atkins has also provided guidance to all Port staff on the FEMA process – from applicant briefing and Request for Public Assistance, to the PA program's requirements, eligibilities, and categories of work, through the eventual audit requirements that they will need to comply with for all documentation. The project may also involve the removal of sediment that was brought in by the storm – sonar assessments are still ongoing. Atkins provided guidance to the Port regarding delineating federal funding sources for this anticipated work.

Emergency Management Preparedness Planning, City of Tampa, FL. Atkins evaluated and enhanced the City of Tampa emergency management preparedness by performing several planning and training tasks for debris operations as well as the FEMA PA and FHWA ER programs. Mr. Healy managed and performed all tasks for this project. Mr. Healy reviewed, evaluated, and recommended improvements to the City's current recovery plans, primarily their debris removal plans and contracts. A technical memo was created to synopsize the City's current plans and provide the recommendations for improvement. This memo also included the outline of an approach to plan for the temporary access and bridge replacement of the Davis Islands Bridges, which provides access to Tampa General Hospital, the area's primary trauma center. The City has begun these planning efforts internally using this general approach. Atkins then developed FEMA PA and FHWA ER checklists for City staff to use to recover from a disaster. Checklists included:

- Damage classification and eligibilities
- Debris removal (push, clearance, temporary debris sites, ultimate disposal)
- Force account resource tracking
- Procurement requirements

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William Kurk Johnson

Field Supervisor

Education

- General, University of North Carolina, 2003

Professional development

- FEMA Independent Study Program Certificates:
- IS-26: Guide to Points of Distribution
- IS-293: Mission Assignment Overview
- IS-393.a: Introduction to Hazard Mitigation
- IS-403: Introduction to Individual Assistance (IA)
- IS-631: Public Assistance Operations I

Kurk Johnson has 18 years of experience. He has served as a senior disaster representative for several projects dedicated to the management of natural disaster recovery including ice storms, wildfires, hurricanes, and tornadoes. He has extensive experience over the past years working for clients in California, Florida, California, Mississippi, and Alabama.

Mr. Johnson's project experience includes:

Hurricane Matthew Public Assistance Support Services, SCEMD, Statewide, SC. Responsible for providing damage descriptions, scope of work, costs estimates, and large project closeout to present to FEMA and SCEMD to develop PWs and reconcile actual eligible costs. Provided source document review for reimbursement, writing amendments for project worksheet, providing grantee reviews, reviewing request for reimbursement, scope of work changes, improved/alternate projects, and 406 mitigation review to maximize eligible federal reimbursements. The project involved review of source documents and work descriptions to develop estimated/actual cost to include with FEMA projects. Provided policy direction/guidance and insurance policy review/reconciliation where recommendations are required to include with source documents for project creation, to maximize all eligible federal funding, including direct administrative costs.

South Carolina Winter Storm Public Assistance and Hazard Mititgation Grant Support Services, SCEMD, Columbia, SC. Responsible for providing damage descriptions, scope of work, costs estimates, and large project closeout to present to FEMA and SCEMD to develop PWs and reconcile actual eligible costs. Provided source document review for reimbursement, writing amendments for project worksheet, providing grantee reviews, reviewing request for reimbursement, scope of work changes, improved/alternate projects, and 406 mitigation review to maximize eligible federal reimbursements. The project involved review of source documents and work descriptions to develop estimated/actual cost to include with FEMA projects. Provided policy direction/guidance and insurance policy review/reconciliation where recommendations are required to include with source documents for project creation, to maximize all eligible federal funding, including direct administrative costs.

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Johnson, William Kurk

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Emergency Management Services, Hurricane Matthew, South Carolina Emergency Management Division, Columbia, SC. Lead debris consultant. Scheduled and supervised joint field teams (Federal Emergency Management Agency [FEMA]/South Carolina Emergency Management Division) statewide; assisted in the gathering of base documentation for private property debris removal; performed site visits and attended meetings to help guide applicants with the debris removal process and organizing documentation needed for CAT A Project Worksheets; and worked closely with FEMA counterparts to interpret and execute FEMA policy as it pertains to debris removal.

Winter Storm Public Assistance and Hazard Mitigation Grant Support Services, South Carolina Emergency Management Division. Project specialist. Evaluated and documented damages for South Carolina Emergency Management Division (SCEMD) Public Assistance (PA) program (CAT A, B); performed post-validation site visits with Federal Emergency Management Agency to determine the eligibility for right-of-way debris removal and hazardous limbs and trees; monitored and documented debris removal operations in South Carolina; and project closeout for SCEMD PA program involving South Carolina Department of Transportation Project Worksheets.

Alabama Public Assistance Support 2011 Tornado Outbreak, Alabama Emergency Management Agency, Federal Emergency Management Agency-1971-DR-AL, AL. Project specialist on the Debris Task Force Team at the Joint Field Office in Birmingham. Reviewed and wrote Category A: Debris Removal project worksheets for a special state pilot program to assist with the federal cost share, which was offered by the Governor of Alabama to all eligible applicants. For the state of Alabama closeout process, Mr. Johnson reviewed backup documentation from applicants and prepared final inspection reports and project worksheets for final closeout.

Hurricane Katrina Alternative Housing Project, Mississippi Emergency Management Agency, Biloxi, MS. Quality control inspection and scheduling. In March 2009, Mr. Johnson joined Mississippi Emergency Management Agency Alternative Housing staff in Biloxi. The Mississippi Alternative Housing Program is a pilot program funded through a Federal Emergency Management Agency grant. The purpose of the program is to develop and produce a safer and more comfortable temporary housing unit for use after a disaster. Mr. Johnson's duties include scheduling and supervising the activities of Garrett Inspectors, site evaluation, soil testing, and monitoring demobilization of housing units.

Hurricane Katrina Standing Dead Tree Program, Mississippi Emergency Management Agency, Hancock County, MS. Lead debris monitor. From July 2008 to March 2009, Mr. Johnson validated and assisted Federal Emergency Management Agency in the monitoring of the removal of over 25,000 standing dead trees (private property and right-of-way). Mr. Johnson also monitored debris removal, standing dead tree removal (ROE and ROW), and performed pre-validations of structurally unsound dwellings from February to October 2007.

Hurricane Katrina Standing Dead Tree Program, Mississippi Emergency Management Agency, Hancock County, MS. Lead debris monitor. From September 2006 to November 2007, Mr. Johnson validated debris, standing dead trees and hazardous stumps with Federal Emergency Management Agency and Debris monitoring consultants throughout Hancock, Harrison and Pearl River Counties. Also monitored crews removing the before mentioned Hazardous Materials.

Hurricane Wilma, Debris Management Services, Broward County, FL. Debris monitor. During the aftermath of Hurricane Wilma, Mr. Johnson monitored in the cities of West Palm and Corral Springs from October 2005 to July 2006. The work entailed removal of Federal Emergency Management Agency-eligible debris, leaners, hangers, and hazardous stumps, utilizing GPS and digital photography to document the location and condition of trees, roadways and private properties. Duties included training monitors in all aspects of the debris removal process, with particular focus on adherence to all safety standards while performing the work and in accordance with the specifications of the project. Mr. Johnson also monitored in several Broward County parks, removing debris from general park areas, hiking trails and camp sites, utilizing GPS and digital photography to document the location and condition of all areas of the parks.

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Gordon Ness
Field Supervisor

Education
- John McEachern High School (Powder Springs, GA), High School Diploma, 1989
- Georgia Institute of Technology (Atlanta, GA), 1989

Certifications
- All-Lines Insurance Adjuster, Florida License #W388990, 2017
- State Farm Property Adjusters Certified, September 2017
- Xactimate, September 2017

Gordon Ness has 20 years of experience. Prior to joining Atkins, he owned and operated a successful tree stump grinding company for 17 years. At Atkins, he provides debris monitoring support for projects dedicated to the management of natural disaster recovery including ice storms, hurricanes, and tornadoes.

Mr. Ness's project experience includes:

Emergency Management Services, 2014 Ice Storms, Hurricane Matthew, and Hurricane Joaquin Flooding, South Carolina Emergency Management Division, Columbia, SC. Project specialist. Provided field validation of debris costs for the state and declared local communities in South Carolina. In February 2014, a severe ice storm hit South Carolina and generated massive amounts of debris statewide. The applicants, including South Carolina Department of Transportation (SCDOT), began the daunting task of debris removal and disposal. To complicate the effort, the Federal Emergency Management Agency (FEMA) implemented the Public Assistance Alternative Procedures (PAAP) Pilot Program, which was intended to expedite debris removal activities by providing applicants with incentives for quick debris removal. The PAAP Pilot Program also changed the way Public Assistance grants are written.

The South Carolina Emergency Management Division called on Atkins' specialists to assist and coordinate with FEMA, primarily on SCDOT reimbursement issues. This was of high importance, as an estimated $160 million in reimbursement to SCDOT was being delayed due to the complicated PAAP procedures. Atkins professionals used their knowledge of debris removal, as well as their skills in navigating complicated federal programs, to facilitate the reimbursement of SCDOT debris removal efforts. Mr. Ness also supported both Hurricanes Matthew and Joaquin as a field representative who mobilized to support the coordination with FEMA and provide guidance to sub grantees on the state's behalf.

Maintenance Rating Program, Georgia Department of Transportation, GA. Field inspector responsible for inspecting roads and collecting field data. In August 2016, Atkins, as a subconsultant to Arcadis, provided statewide maintenance ratings for the Georgia Department of Transportation (GDOT). This assignment involved performing condition assessments of randomly selected roadway segments to determine the level of maintenance being provided. At the end of this fast paced project, this sampling of road assessments would provide a database for GDOT, giving them a snapshot of the condition of roads and highways across the state. This data allowed GDOT to make decisions on their maintenance program, enables them to prioritize projects, and assists with budgeting and securing funding.

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Ness, Gordon

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South Carolina Winter Storm Public Assistance and Hazard Mitigation Grant Support Services, SC. Project specialist. Providing field validation of debris costs for the state and declared local communities in South Carolina. In February 2014, a severe ice storm hit South Carolina that generated massive amounts of debris statewide. The applicants, including the South Carolina Department of Transportation (SCDOT), began the daunting task of removing and disposing of the debris. To complicate the effort, the Federal Emergency Management Agency (FEMA) implemented the PA Alternative Procedures (PAAP) Pilot Program, which was intended to expedite debris removal activities by providing applicants incentives for removing debris quickly. The PAAP Pilot Program also changed the way PA grants are written. The South Carolina Emergency Management Division called on Atkins' specialists to assist and coordinate with FEMA, mainly on the SCDOT reimbursement issues. This was of high importance, as an estimated $160 million in reimbursement to SCDOT was being delayed due to the complicated new procedures of the PAAP. Atkins professionals used their knowledge of debris removal, as well as their skill in navigating the complicated federal programs, to facilitate the reimbursement of SCDOT's debris removal efforts.

Ice Storm Pax Debris Monitoring Services, Berkeley County, SC. Field supervisor. Managed the day-to-day activities of the field staff and provided quality control for all field operations. Following Ice Storm Pax in February 2014, Atkins assisted Berkeley County with their debris removal operations. Within hours of activation, Atkins assisted the county in performing debris quantity estimates to be used in the State's Preliminary Damage Assessments. Atkins mobilized approximately 10 management staff and trained roughly 45 local monitors to monitor the removal of over 160,000 cubic yards (cy) of vegetative debris and over 21,000 hazardous trees and limbs. Documentation for the hazardous trees and limbs included three pictures and a GPS coordinate for every hazard, as well as additional Federal Emergency Management Agency required information. Atkins' field staff also worked with the county's GIS department to create accurate field maps, and developed a thorough road closeout tracking process which tracked the first and final passes, as well as assisted with citizen inquiries.

Pike Electric Contractors, AR. Following an ice storm in Arkansas, Mr. Ness worked with Pike Electric as a contractor to Arkansas Power & Light to repair power distribution lines that were damaged in the storm.

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Cindy Ness

Billing and Invoicing Analyst

Education

- John McEachern High School, High School Diploma, 1989
- Kennesaw State University, 1989 – 1991
- Paralegal Continuing Education Courses, Kennesaw State University, 1991

Certifications

- Georgia Real Estate Salesperson License, 1995 (currently inactive)
- Attended several other training courses, such as Grammar & Proofreading, Supervisor's Training, Customer Service Training, Project & Financial Management, Federal Acquisition Regulations (FAR), etc.

Cindy Ness has 22 years of experience. Ms. Ness supports the planning, architecture, infrastructure engineering, water and environment, surveying, applied technologies, and emergency management services. This role requires a high level of administrative skills and a thorough understanding of the business and business systems as a whole. The position also requires detailed business practices, an ability to produce and analyze financial reports, strong communication skills, and an ability to work well with staff at all levels, clients, and vendors.

Ms. Ness's project experience includes:

Flooding Public Assistance Services for Hurricane Matthew, South Carolina Emergency Management Division, SC. Project specialist. Deployed to South Carolina to provide comprehensive reporting and tracking and Public Assistance support. In October 2016, South Carolina was hit by Hurricane Matthew which impacted 26 counties across the state. Having worked closely with South Carolina Emergency Management Division staff, applicants, and the Federal Emergency Management Agency in two previous events, was requested to provide similar support for the state.

Flooding Public Assistance Services for Severe Flooding, South Carolina Emergency Management Division, SC. Provided comprehensive reporting and tracking of projects through the Federal Emergency Management Agency's Public Assistance program. In October 2015, South Carolina experienced severe flooding in 34 counties across the state. There were over 200 applicants with extensive damages in all categories of work including emergency protective measures and debris removal, as well as permanent work (roads, buildings, equipment, utilities, parks, beaches, etc).

Winter Storm Public Assistance and Hazard Mitigation Grant Support Services, South Carolina Emergency Management Division, SC. Project specialist, provided reporting and tracking of project worksheets for the state and declared local communities. In February 2014, a severe ice storm hit South Carolina that generated massive amounts of debris statewide. The applicants, including the South Carolina Department of Transportation (SCDOT), began the daunting task of removing and disposing of the debris.

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Ness, Cindy

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To complicate the effort, the Federal Emergency Management Agency (FEMA) implemented the PAAP Pilot Program, which was intended to expedite debris removal activities by providing applicants incentives for removing debris quickly. The Public Assistance Alternative Procedures (PAAP) Pilot Program also changed the way PA grants are written. SCEMD called on Atkins' specialists to assist and coordinate with FEMA, mainly on the SCDOT reimbursement issues. This was of high importance, as an estimated $160 million in reimbursement to SCDOT was being delayed due to the complicated new procedures of the PAAP. Atkins professionals used their knowledge of debris removal, as well as their skill in navigating the complicated federal programs, to facilitate the reimbursement of SCDOT's debris removal efforts.

Chesapeake Debris Management and Monitoring Services, Chesapeake, VA. Billing/analyst responsible for tracking all labor and expenses for Atkins employees and subconsultants and providing daily burn rate reports, which assisted the project manager and client with timely cost updates of field operations during this fast-paced project. Also responsible for oversight of Atkins' operations center, including supervision of data entry staff and management of field data. Atkins performed contract administration and oversight for three separate contractors and the removal of more than 1 million cubic yards (cy) of vegetative, construction, and demolition debris resulting from Hurricane Isabel. Field inspectors monitored and documented the activities of crews removing debris from the public right-of-way. They evaluated the volume of each debris truckload, and monitored the reduction and disposal of disaster debris at multiple temporary debris management sites maintained by the city contractors.

Inspectors also managed two citizen sites maintained to allow city residents to dispose of disaster debris. In addition to providing monitors for each debris removal crew and disposal site, Atkins also prepared and provided all Federal Emergency Management Agency (FEMA) and the Federal Highway Administration (FHWA) documentation required for subsequent reimbursement to the City of Chesapeake. Services included an electronic database that recorded and provided documentation required for a final inspection report FEMA audit. Services also included the creation and maintenance of a citizen inquiry database that provided the city with the means to record and track citizen concerns/issues and subsequent resolution. Atkins staff assisted the city with the formulation of FEMA Project Worksheets (PW) for reimbursement. After Hurricane Irene in August 2011, Atkins mobilized more than 30 staff to monitor two separate contractors, assisted in the preparation of the debris detailed damage inspection reports and PW, and assisted the city with documenting other FHWA signal damages.

Berkeley County Ice Storm Pax Debris Monitoring Services (2014), Moncks Corner, SC. Provided administrative support including managing and approving subconsultant invoices and preparing the Atkins invoice. Atkins provided debris monitoring services associated with the 2014 Ice Storm in Berkeley County.

Mississippi Alternative Housing Pilot Program, Hancock, Harrison, Jackson Counties, MS. Administrative support for this project, which involved working with the Mississippi Emergency Management Agency as the project manager for the development and implementation of the Mississippi alternative housing pilot program. The $12 million test project involved the relocation of residents of the three coastal counties severely impacted by Hurricane Katrina into more livable and safe modular housing. Modular units capable of withstanding winds up to 150 mph were constructed to replace the Federal Emergency Management Agency units.

City of Norfolk Debris Monitoring for Hurricane Irene, Norfolk, VA. Billing/analyst responsible for tracking all labor and expenses for Atkins employees and subconsultants and providing daily burn rate reports. Atkins served as the debris monitor for the City of Norfolk and was called in to help the city recover from a Nor'Easter in 2009 and during the aftermath of Hurricane Irene in August 2011. During the November 2009 Nor'Easter, Atkins assisted city staff with all debris removal activities undertaken by city force account labor. The event was not severe enough for the city to mobilize its prepositioned debris removal contractor, but the city needed our assistance to manage its force account labor to ensure compliance with Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations.

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Eric Coughlin, CFM, GISP

GIS Analyst

Education

- B.A., Geography, San Diego State University, 1999

Certifications

- Certification in Geographic Information Systems, San Diego State University, 1999
- Certified Geographic Information System Professional (GISP), 00055367, 2006
- Certified Floodplain Manager (CFM), California (US-07-02846)
- Certified Floodplain Manager (CFM), NC-09-0330
- FEMA Hazus-MH Trained Professional

Professional affiliations

- North Carolina HAZUS User Group (NCHUG) – President
- Georgia Association of Floodplain Management (GAFM)

Software

- ArcGIS
- ArcSDE
- ArcGIS Mobile
- ArcGIS Desktop
- ArcGIS Server
- ArcGIS 3D Analyst
- ArcGIS Spatial Analyst
- ArcGIS Network Analyst

Eric Coughlin has 18 years of experience with geospatial technologies. Mr. Coughlin is experienced in all phases of developing and managing dependable and well-documented GIS databases, performing advanced spatial analysis and modeling and authoring professional-quality maps using ESRI's ArcGIS suite of products. He is a proven problem-solver and applies his skills to process evaluation, project planning, solutions development, data optimization and processing, quality assurance, technical reporting and project documentation while always listening and responding to his client's needs.

Mr. Coughlin has broad experience collaborating with public agencies, at all levels, on GIS-related and project management tasks. He is currently focusing on integrating GIS methods and natural hazards modeling as tools to support emergency management, disaster recovery, natural hazards risk assessment, mitigation planning, and floodplain management. Mr. Coughlin is skilled with relational database management systems and is also trained in industry standard quality assurance and quality control procedures. He has managed the geospatial element for many federal, state, local, military, tribal, and private-sector clients' projects. These multidisciplinary projects have been in the areas of water resources, emergency planning and management, transportation planning and design, facilities management, public works, National Environmental Policy Act, traditional and renewable energy; biology and ecology; and aviation services.

Mr. Coughlin manages a team of 20 GIS analysts and consultants performing flood hazard map production and hazard risk analysis for FEMA and other FEMA Cooperating Technical Partners.

Mr. Coughlin's project experience includes:

Debris Removal and Operations Management System for various Counties and Municipalities in the Southeastern United States. Provided GIS basemap database development and GIS map book templates improvement for the Debris Removal and Operations Management System program. Atkins developed a debris management system that includes a GIS to assists users in tracking the progress of the project, providing daily scheduling for contractors, and reconciling invoices with load tickets for FEMA reimbursement. The system was used during operations after Hurricanes Wilma, Ike, Katrina, and Rita.

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Coughlin, Eric

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Washington State K-12 Facilities Pre-Disaster Mitigation Program, State of Washington Office of Superintendent of Public Instruction, WA. Project manager for Atkins. Assisting with the development of a pre-disaster mitigation plan addressing school facilities in Washington State. Mr. Coughlin is leading a team to review databases collected by OSPI for a data gap analysis and use of FEMA's Comprehensive Data Management System application protocol to perform the Hazus data update. The team is creating maps that illustrate the extent and location of every hazard of concern as they pertain to all 295 school districts. These maps are being segmented regionally in a way that will best illustrate the exposure of each district. Mr. Coughlin is supervising and assisting with the exposure and Hazus analysis of all school district facilities subject to earthquake, flood, and tsunami hazards. Hazus outputs such as dollar loss, functionality, displacement, debris accumulation, and casualties are being generated for each school district in the state. Further, an exposure analysis is being conducted on the non-Hazus hazards (i.e. landslide, wildfire, and volcano/lahar) focused on exposure to the hazard of concern and the value of the assets exposed. Atkins is a subconsultant to Goettel and Associates, Inc. for this contract.

Fire Debris Removal, San Diego County, CA. Assisted in the development of three custom data collection tools to aide in the debris removal procedures. Utilizing ArcPad and GPS, field crews were able to collect the locations of bins in the field, surveyed cleaned parcels, and gathered property owner information on site. This method of collection saved months of labor hours and thousands of dollars on the project.

Federal Emergency Management Agency (FEMA) Production and Technical Service (PTS) Contract, Strategic Alliance for Risk Reduction II Joint Venture (STARR II JV), Washington, DC. Project Manager for natural hazard risk assessment studies and resource group manager of GIS analysts involved in flood hazard map production and GIS studies. This 5-year, $600 million contract stipulates that STARR II JV provide comprehensive floodplain mapping, GIS, and hazard risk mitigation services for FEMA to include specifically serving five FEMA Regions: II, V, VII, IX, and X. STARR 2 is completing tasks like FEMA's Map Modernization program, as well as attending to priority needs such as levees and coastal analyses. Following this phase, STARR 2 assists FEMA with the implementation of Risk MAP, which will involve expanding the traditional flood mapping scope to include risk assessment and mitigation products. Additionally, providing Disaster Mitigation Assessment Team (MAT) and Building Code Development tasks for the STARR2 JV. Responsible for review of building codes to determine the impact on resilience for the built environment. Monitor disaster events in the United States and provide recommendations to FEMA on impact to the various communities and need for additional forensic study.

Federal Emergency Management Agency (FEMA) Substantial Damage Estimation (SDE) Contract post-Hurricane Harvey, Washington, DC. Atkins' GIS lead on the assignment team tasked with assigning up to 600 structure assessments per day for up to 14 field assessment teams using geospatial methods to ensure proximity to maximize efficiencies. FEMA's SDE program assists State and local officials in estimating Substantial Damage for residential and non-residential structures in accordance with the requirements of the National Flood Insurance Program (NFIP) as adopted by the communities. The tool can be used to assess flood, wind, wildfire, seismic, and other forms of damage. It helps communities provide timely Substantial Damage determinations so that reconstruction can begin quickly following a disaster.

Hazard Mitigation Plans, Mississippi Emergency Management Agency, District 4 and District 8, MS. GIS Analyst performing "Level 2" Hazus database compilation coupled with flood and hurricane hazard model analysis. Extensive data analysis, modeling and cartographic production. As contractors hired directly by the Mississippi Emergency Management Agency (MEMA), Atkins is facilitating the development of multi-jurisdictional hazard mitigation plans for MEMA Districts 4 and 8. The plans include participation of a total of 16 counties and 46 municipalities. The two plans include descriptions of the planning process undertaken to develop the plans, regional risk assessments with locally specific vulnerability assessments, regional mitigation goals and mitigation action plans for each participating jurisdictions. When completed, the plans will meet FEMA requirements for hazard mitigation plans found in 44CFR, Part 201. Hazard mitigation plans are developed to help communities reduce hazard risk and potential future damages caused by natural hazards.

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Kevin Schneider
Scheduler/Expediter

Certifications
- FDOT/CTQP Certifications
- OSHA 10-Hour Construction
- American Concrete Institute (ACI) – Level 1
- Asphalt Paving – Level I, II
- Advanced Maintenance of Traffic (MOT)
- Earthwork – Level I, II
- Final Estimate – Level I
- National Pollutant Discharge Elimination System (NPDES)
- Nuclear Gauge/Hazmat Safety Training
- Crisis Prevention Intervention Certification, State of Florida Department of Health Emergency Management Services (EMS)
- State of Florida Commercial Drivers License (CDL) – Class D with Emergency Endorsement

Professional development
- Emergency Medical Technician, Seminole Community College, 1997
- Crisis Prevention Intervention Certification, State of Florida Department of Health EMS
- State of Florida CDL – Class D with Emergency Endorsement

Kevin Schneider has 28 years of experience. He has responsible for observing and interpreting contract requirements to determine contractor compliance with plans, contracts, specifications, and special provisions; and testing and verifying that all construction is performed within contracted specifications. During a natural or man-made disaster, he is called upon to support the recovery efforts in the role of a field coordinator for Atkins. Over the last 8 years, he has provided emergency disaster recovery and emergency planning services for various public agencies. Mr. Schneider also has 8 years of experience in emergency medical service along with another 8 years in the U.S. Navy and Active Reserves.

Mr. Schneider's project experience includes:

Hurricane Irma Debris Monitoring, Amelia Island Plantation Community Association, Amelia Island, FL. Project manager responsible for managing the debris operations by coordinating with contractor to meet the client's needs. Daily operations involved quantifying and tracking debris hauled verifying invoices, providing the client and contractor with situational reports, progress meetings and management of field staff in a safe working environment.

Poinciana Boulevard Widening Phase III, Osceola County, FL. Field coordinator responsible for managing the day-to-day inspection for 3.5-mile roadway widening; demolition of an existing bridge and the construction of a new triple span bridge in a sensitive wetland area. Duties to include utility relocation, stormwater quality inspection, earthwork and stormwater instillation along with tracking quantities and maintaining field logs to facilitate contractor pay applications. This project included daily inspections of the project; coordination with local residents, and emergency services; address public input and complaints, and field engineering.

Ice Storm Pax Debris Monitoring Services, Berkeley County, SC. Field supervisor/assistant operations manager. He managed all field operations training and staffing and performed projects damage estimates following the February 2014 Ice storm. His responsibilities included managing 68 field support personnel; identifying temporary debris reduction sites; performing dispute resolution regarding homeowners' issues and contractor liabilities; coordinating tower schedules; training and verifying Occupational Safety and Health Administration (OSHA) compliance; verifying invoices; assisting the client in Federal Emergency Management Agency (FEMA) reimbursement; providing situational reports; and holding daily planning meetings.

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Schneider, Kevin

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Emergency Management Incident Command Center Flood Support Services, Colorado Department of Transportation, CO. Task manager/field coordinator. Managed field operations and the program's corridor support including damage estimates (POP estimates) following the September 2013 flooding event. Managed 28 engineers and field support personnel; collected damage assessments; provided situational reports; and held daily planning meetings.

City of Norfolk Debris Monitoring for Hurricane Irene, City of Norfolk, VA. Task manager/field coordinator. Managed all field operations for the City of Norfolk debris removal following Hurricane Irene. He managed 25 field monitors; provided daily situational reports to the City manager and held daily planning meetings; and coordinated daily operations with multiple agencies, departments, and contractors. He also fielded all citizen issues and provided field training and safety meetings.

Seminole County Pavement Management Contract, Seminole County, FL. Task manager responsible for managing the day-to-day project management for specifically identified projects under this master contract. His duties for County paving projects include coordinating various miscellaneous services contracts used by Seminole County; performing daily inspections for projects; coordinating with local residents and emergency services; addressing public input and complaints; and performing field engineering and inspections.

CR 305/302 Bridge Replacement, Flagler County, FL. Field coordinator responsible for managing the day-to-day inspection while tracking quantities, and monitoring and inspecting the contractor's work while staying within budget and on schedule. He also identified conflicts in plans and offered resolution options to the county engineer. This project involved the demolition of an existing bridge and the construction of a 50-foot one-span bridge. It also consisted of milling and resurfacing, upgrading the existing signal, adding and constructing a turn lane, and constructing a gravity wall.

Lehigh Rail Trail, Flagler County, FL. Field coordinator responsible for managing the day-to-day inspection while tracking quantities, and monitoring and inspecting the contractor's work while staying within budget and on schedule. He also identified conflicts in plans and offered resolution options to the county engineer. This project consisted of the construction of a 2.7-mile nature trail that involved two pedestrian bridges, and included the installation of benches, trash receptacles, and pet stations.

Fellsmere Water Management Area, Indian River County, FL. Field coordinator responsible for managing the day-to-day inspection while tracking quantities, and monitoring and inspecting the contractor's work while staying within budget and on schedule. This project consisted of the construction of a +/- 10,000-acre reservoir for the storage, treatment, and reuse of agricultural runoff designed to improve the quality of freshwater in the St. Johns Water Management Area, three Forks Marsh Conservation Area, and ultimately the St. Johns River.

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5
Proposed approach, understanding of and response to scope

5. Proposed Approach, understanding of and Response to Scope

Proposed Approach

Atkins has successfully assisted clients to manage disaster debris projects and document all operational activities. Our technical approach for debris management operations encompasses the tasks outlined below:

1. Pre-disaster Planning and Training

Atkins has extensive experience planning and preparing for disaster and debris generating events. Our planning services include:

- Incident Command System training
- Emergency Operations Center planning and training
- Comprehensive Emergency Management planning
- Debris planning and training

Atkins' staff of professional emergency managers can train City staff in Incident Command System (ICS) and debris operations. We will coordinate pre-event with City staff and selected, pre-positioned debris removal contractors to develop a systematic wide-ranging approach for effective debris management operations. Our staff can develop a training program for each department to detail roles and responsibilities in any waste stream's debris management operation. This training would also address effective documentation of force account or contractor field operations for reimbursement of project expenses from various federal disaster grant programs.

2. Permits and Baseline Data Collection

Prior to and immediately following an event, Atkins works with our clients to acquire the necessary permits for any selected debris management sites (DMS). Because the selection and placement of DMS sites can drastically affect overall project efficiency following a major event, Atkins will also be available pre-event to assist with the selection of sites and/or to re-evaluate the effectiveness of sites already selected for future events. We will advise on appropriate steps to secure the proper legal documents for any sites designated as private property and assist in collecting the required baseline data for each site to expedite timely closure following completion of any debris operation. Atkins' in-house environmental scientists can also provide soil sampling at DMS sites as needed. Atkins staff will work with the City and the debris removal contractors to develop a management and site plan for each permitted DMS, to include placement of monitoring towers, ingress and egress routes, buffer zones, holding areas for hazardous wastes and ash, areas for temporary debris storage, areas for debris reduction, and security measures based on site attributes and location.

3. Initial Deployment and Damage Assessment

Our staff continually monitors tropical storm and hurricane activity. If a tropical storm or hurricane has potential to threaten the City, we will activate response and planning teams several days before landfall. We will use the ICS structure to begin identifying Atkins personnel and resources needed to account for potential City needs. For a disaster event with advance warning such as a hurricane, the project manager will mobilize to the City before landfall to help the City prepare for anticipated debris operations by working with the City and debris removal contractors to identify the level and type of resources that may be anticipated to efficiently and effectively respond to the event. Atkins has the experience and knowledge to assist in performing the Initial Damage Assessment (IDA). Submitting a complete IDA that includes all FEMA eligible categories of damage is critical in obtaining the appropriate response and financial support from FDEM and FEMA in the form of a Federal Disaster Declaration which provides Public Assistance Grant eligibility.

Atkins will begin to deploy the remaining management team and monitoring staff to the City within 24 hours or earlier of notification, with subsequent deployments every 24 hours following the actual disaster event, as mandated by the event's magnitude, travel conditions, and our company's safety guidelines. We have the ability to respond to disasters rapidly, and we have experienced personnel to provide a sufficient workforce to commence debris monitoring operations quickly. Our experienced staff is on call 24 hours per day and capable of assisting with damage assessments and identifying issues during the first stages of debris removal operations.

We expect to fully staff a debris monitoring operation for the City within 48 to 72 hours of the notice to proceed, unless conditions are so severe as to prevent the safe re-entry to the City. In responding to a catastrophic event Atkins will coordinate our deployment with the City and

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Emergency Management for an "All Clear" to ensure debris removal operations do not interfere with or impede search and rescue activities.

Atkins staff will be ready to monitor the City's debris removal contractor crews or the City's forces during the emergency road clearance phase (also known as "cut and toss" operations). Atkins' field supervisors and field monitors are experienced in monitoring time and material operations, ensuring all eligible cost are captured and documented appropriately. Atkins can use fully operated equipment timesheet forms to track these costs for reimbursement, an Automated Debris Management System (ADMS) or we can use forms provided by the City, if desired. Atkins can assist the City pre-event to assign the appropriate FEMA equipment category and most up to date FEMA associated rates are assigned to each individual City owned equipment.

As part of the operational planning process, Atkins will work to continually assess debris quantities, types, and locations. We will conduct windshield surveys of the City, if possible, depending on roadway conditions. We will estimate debris types and quantities and identify areas with the heaviest debris to assist the City in developing clearance priorities. Atkins will use GIS mapping to give City leaders a clear picture of conditions on the ground. Aerial photographs can also be taken to give the City an accurate picture of the scope of damages in the event of a catastrophic disaster. This information will be used to assist the City and the debris removal contractors in establishing geographic zones and determining which DMS sites to activate.

Once the first pass of debris removal has begun, we will begin to solicit and train local personnel to support the effort. We will strive to hire local residents for debris monitoring in order to assist City citizens and the community in its economic recovery. These monitors will be required to participate in a 2.5-hour training session on debris monitoring and safety, each monitor will also be provided with all requisite safety equipment, cameras/GPS devices, and forms.

The 2.5-hour training will focus on the practical and important aspects of debris removal monitoring, including:

- General operational activities/procedures
- FEMA/FHWA road types and eligibilities
- Guidance on real conditions experienced while determining rights-of-way (ROW) for different roads
- The importance of filling out a load/disposal ticket correctly and legibly.
- How to interact with the public.
- How to identify typical waste, fraud, and abuse.
- The importance of safety at all debris loading sites and debris management sites and the recognition of field hazards while monitoring contractor debris operations
- Other practical aspects of debris monitoring.

When in the field, every 5 to 10 monitors will be closely supervised by an experienced Atkins' field supervisor, or roving monitor. The field supervisor will meet with all field monitors every morning, and then visit all of the field monitors on site daily. In addition, Atkins will provide training to other local personnel that are on standby and ready to be deployed for the City, should the need arise.

These efforts will help to avoid any delays if additional staff is required or if there is a loss of personnel due to sickness or injury. The size and depth of our team allows us to identify multiple individuals for each staff position; however, the initial response cadre will be committed to the project as long as they are needed by the City. The local hires' knowledge of the City's road system will enable our field supervisors to focus more on the quality of operations, and less on helping non-local staff to navigate the area roads. Additionally, local hiring will help to direct City funds back into the local economy.

Providing the maps to the public using widely available technologies, along with excellent GIS support to maintain the site 24 hours a day, virtually eliminated all public inquiries regarding pick up timelines, which are typically the largest volume of public inquiries about the debris removal operations.

4. Debris estimate methodology

Atkins will utilize the FEMA accepted US Army Corps of Engineers (USACE) Hurricane Estimating Model as presented in Appendix B of the Public Assistance Debris Management Guide FEMA 325 as the pre-event tool for estimating what volumes and types of debris the City should be prepared manage. Post event Atkins will utilize its extensive knowledge and past experience in debris assessment, utilize damage survey methods that will range from street by street windshield surveys to aerial reconnaissance performed by both manned and un-manned aircraft if required. Estimating various waste streams requires specific types of methodology to be

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utilized in order to compile a realistic estimate that conveys the extent of damages and severity of the event. Atkins uses the published industry standards such as FEMA Debris Estimating Field Guide, FEMA 329, to document and calculate construction and demolition (C&D) debris. The goal of any debris estimate should be to provide the City with the answers to two important questions; How much is going to cost and how long is going to take. Cost of the contractors' debris removal operations can be calculated using the debris removal rates and the estimated quantities, project duration can be the hardest to estimate and can have a significant impact on overall project cost.

5. Management and analysis of the debris recovery contractors

Atkins' staff will begin certifying debris removal contractor equipment at the City's staging area as soon as trucks begin arriving to the City. Equipment certifiers, under the direction of an Atkins field supervisor, will begin the truck certification process. Atkins' truck certification forms help to accurately calculate and record the certified capacity of all hauling units and the unique number of each truck.

A supervising monitor will also be assigned to each debris removal area based on overall project size and disaster conditions. These supervisors will be responsible for assigning field monitors to verify the work of each crew, providing feedback regarding the progress of each crew, and providing guidance to the field monitors and crews regarding debris eligibility, safety, and the appropriate traffic control measures deployed by the contractor. All field staff will be properly trained in debris removal operations, eligibilities, safety, and will confirm adherence with a "clean all debris as you go" policy by all debris removal contractor crews.

Field monitors assigned to each crew will verify that each road section is complete before submitting the proper forms for road closeout. In addition, they will verify the eligibility of each load removed and confirm the removal was completed in accordance with the debris removal contract. Then, field monitors will issue a load ticket to each truck. For each approved load, the truck operator will submit his or her ticket to the tower monitor at the DMS for debris volume evaluation. These tickets will be used by the contractor to invoice the City, and by Atkins to validate each submitted invoice for the City. The load ticket is FEMA Public Assistance Grant's "source documentation" for obligation of debris grant funds and as such Atkins will place the upmost importance. on ensuring its' accuracy and thoroughness.

Every monitoring firm that knows how to enter ticket information into Excel has the ability to analyze the effectiveness and efficiency of operations, it's the experience and knowledge to recognize it when its present and when it's not. Atkins experience gained from past events has lead up to recognizing that most successful debris removal operations are based on the debris contractors' production rates. Good production rates translate into shortening the project duration, lower overall project cost, lessening the impact on the community while producing financial incentive for the contractor and subcontractors to expedite the project. Recognizing and having the knowledge to analyze this production driven success can provide insight into the project's cost and duration. Two factors that inevitability impact project cost and duration outside the actual volume of debris to be removed are the contractors' ability to obtain subcontractor equipment resources, from both a physical and monetary standpoint, and the subcontractors' ability to meet production goals that generate profit.

The City's ability to make an informed decision on addressing these and other production issues will impact project cost, duration and the recovery of the community. Factors to consider range from DMS locations in relation to where the debris is located and traffic patterns, both of which effect the subcontractors' ability to meet project production goals along with how much and when the subcontractor is being paid by the Prime contractor for the services he is providing. Logistical options can be considered to address production rates and contractual requirements can assist with subcontractor payment issues but both be weighted with cost factors such as FEMA PA grant reimbursement and impacts on the community's ability to recover from the event.

6. Billing/invoices reporting procedures to FEMA and the City

Atkins will submit invoices for work completed during each calendar month. Invoices will include all charges summarized by employee name, date, hours worked, and job description. To ensure accurate documentation of all field activities, Atkins field staff will be required to submit detailed daily reports to account for their activities. Daily and weekly reports will be provided to the client upon request. Atkins will submit each invoice to the client within 30 days of the end of each completed calendar month, or in accordance with the invoicing schedule provided in the executed contract.

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We coordinate with the debris contractor before their invoice submissions. Coordination with the debris contractor before invoice submission helps reduce errors and the time needed to reconcile and verify contractor invoices. With client approval, we will continually reconcile our "progress numbers" with the contractor, so that when invoices are submitted, inaccuracies or data entry errors will have already been resolved. These invoices will be easier and quicker to verify, and will be provided in a format that can easily be written into a FEMA PW.

We will make sure that our invoices and the contractor's invoices are split in accordance with the sliding scale period that will be established after the event. Our experience with Irma shows us that these time periods and reimbursement percentages can vary depending on the event.

7. Project closure

Atkins field and technical staff will oversee the closure of DMS facilities and will work with City staff to confirm that each one is remediated as required in the City's debris hauling contract. We will also remain engaged to ensure the City can certify proper final disposal of debris to FEMA. As noted, we will provide copies of load tickets and other backup documentation for presentation to FEMA and any other federal funding agency. We can also assist the City's finance and grants management staff with FEMA and any other federal funding agency reimbursement requirements, as needed, and assist with grants management and final inspection activities when tasked by the City.

8. Alternative solutions/options to achieve successful completion of the scope of work

An innovative idea that Atkins utilized in its Hurricane Irene debris monitoring operations for the City of Chesapeake VA was setting up a public website and map service. With a free Microsoft Silverlight plug-in, citizens were able to view the progress maps showing which roads were cleared on a daily basis. Citizens were directed to the maps to determine when the debris removal crews were going to get to their areas. Because Atkins assured debris crews removed debris consistently throughout the city, the maps were very accurate for public information.

Our staff will also work with the City's Public Information Officer (PIO) to develop public information announcements regarding collection schedules, guidance to sort debris for faster collection, and other issues such as the handling of hazardous household materials and the general progress of the debris removal project. Coordinating with the PIO and providing the map service to the City of Chesapeake following Hurricane Irene in 2011 virtually eliminated public inquiries regarding the status and progress of the debris removal operations.

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6

Similar projects completed by the proposed project manager and other key personnel

6. Similar Projects Completed by the Proposed Project Manager and other Key Personnel

1. Project Manager's/Key Personnel experience

Our project manager, **Wayne Floyd**, has over 35 years of experience in all phases of disaster management with extensive expertise in debris management and environmental health hazards associated with natural disasters. His project experience includes serving as a project manager for the Texas Department of Transportation (TxDOT) Beaumont District conducting various debris missions throughout southeast Texas, serving under contract with the North Carolina Department of Transportation (NCDOT), and managing Atkins personnel providing auditing services for expenditures associated with various state disasters (Hurricanes Fran, Bonnie, Dennis, and Floyd, 1998 floods, the Stoneville tornado, and January 2002 snowstorms). He was involved with managing debris management operations for a number of jurisdictions in Florida in response to Hurricanes Charley and Frances. While under contract to North Carolina DOT, Mr. Floyd served as an on-site construction manager responsible for coordinating the services of a staff of 27 public assistance (PA) project officers in administering the FEMA PA Program. This involved working with NCDOT, the North Carolina Emergency Management Agency, FEMA, and local governments in the development of 404 and 406 mitigation proposals. Mr. Floyd was responsible for obtaining data and developing the environmental aspects of the mitigation proposals and the damage survey reports. In addition, he provided oversight to management contracts.

Our operations manager, **Mike Healy**, has 21 years of experience and has extensive knowledge and diverse experience in roadway engineering and the risk and emergency management field. He has been assisting clients with all four phases of the disaster life cycle – planning and preparedness, response, recovery, and mitigation. Mr. Healy has worked on federally declared disasters, and has served as a state Deputy Public Assistance Officer, Task Order Manager on the Federal Emergency Management Agency (FEMA) housing missions, and project manager on many large scale public assistance and debris removal projects. He managed the Hurricane Katrina Public Assistance Staffing project for the Mississippi Emergency Management Agency, where Atkins assisted Mississippi Emergency Management Agency in the recovery of over $3.2 billion of public assistance reimbursements.

Since 1996, Mr. Healy has been assisting his clients thoroughly document their eligible disaster damages, formulate and write Project Worksheets, and manage their recovery and mitigation grants through closeout and FEMA/Office of Inspector General audits. His thorough knowledge of the Public Assistance eligibility criteria and procurement regulations has helped his clients maximize their federal reimbursements. He also has gained experience providing executive level consultation and planning services, especially in his role managing the FDOT District Seven Emergency Management Services contract. Part of this work included developing and updating all of the District's emergency plans as well as conducting all of yearly training and exercises – which included several full-scale exercises, numerous table top exercises, and training staff from the 5 counties and 37 cities in the Tampa Bay area on the public assistance program and debris roles coordination.

Through his many projects, Mr. Healy has also been involved in both the 404 and 406 Mitigation programs. He was a co-trainer for several years on the Benefit Cost Analysis modules where he trained applicants in several states on the use of the modules that determine the Benefit Cost Ratio. He is also very familiar with the ever changing 406 mitigation policies, which are now being encouraged for every PW that is written where possible.

2. Required projects

Atkins has extensive disaster debris monitoring experience for projects large and small. The following projects show this experience with similar work. In addition to the debris monitoring projects, we have included some of our debris removal planning projects and work with state agencies managing overall state debris operations to show the range of our debris experience.

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1

Project name:
Hurricane Irma and Hurricane Matthew Debris Removal Monitoring, City Rockledge, FL

Date range of Project (Start Date/End Date): 2016/2017
Name of entity for which services were provided: Rockledge Public Works
Entity's main contact name, phone and email: Ken Poole, Rockledge Public Works Director, 321.221.7540, ckpoole@cityofrockledge.org

Description and details of the Project: Atkins was activated to perform debris monitoring services for the City of Rockledge, Florida following Hurricane Matthew in 2016 and Hurricane Irma in 2017. In 2016, Atkins mobilized more staff on the first day of operations than the City directed Atkins to be ready to monitor – we attempt to do this in order to have reserve staff ready to expand or collapse as the number of contractor crews changes throughout the project. This was fortunate, as there were five more crews than anticipated on the first day of operations. Atkins monitored several contractor crews as well as the City's in-house staff that performed the debris removal. Debris quantities were roughly 30,000 CY with several hundred hazardous stumps/lenaers/hangers. Atkins support also included keeping the City up to speed on private road clearance issues on the state level, and helping set up the waste stream with the County landfill. Following Hurricane Irma, Atkins mobilized more than 20 staff and monitored the removal of more than 28,000 CY and almost 400 hazardous leaning trees and hanging limbs.

2

Project name:
Hurricane Irma Debris Monitoring Services, Bradenton Beach, FL

Date range of Project (Start Date/End Date): 2017/2018
Name of entity for which services were provided: City of Bradenton Beach
Entity's main contact name, phone and email: Tom Woodard, 941.778.1005 ext. 212, twoodard@cityofbradentonbeach.com

Description and details of the Project: Atkins was activated to perform debris monitoring services for the City of Bradenton Beach, Florida, following Hurricane Irma in 2017. Atkins assisted the City identify the eligible debris, and monitored the contractor crews at the loading sites and at Manatee County's temporary debris site. The City only wanted one pass, and for that pass to occur very quickly. Therefor the removal operations were delayed in order to allow the citizens time to get all of the debris to the rights-of-way. The removal was then completed in 4 days, which limited the interruption of the removal operations to the citizens and visitors in the City. Atkins was able to activate an additional monitor when the contractor brought an additional crew without notice, which helped keep to the aggressive schedule.

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3

Project name:
Hurricane Katrina Public Assistance Program Management and Staffing, Mississippi Emergency Management Agency (MEMA) MS

Date range of Project (Start Date/End Date): 2005-2017
Name of entity for which services were provided: Mississippi Emergency Management Agency (MEMA)
Entity's main contact name, phone and email: Clayton C. French, Jr. , Recovery Office Director, 601.933.6702, 228.860.1954 (cell), cfrench@mema.ms.gov

Description and details of the Project: Hurricane Katrina Public Assistance Program Management and Staffing, Mississippi Emergency Management Agency (MEMA). Since 2005, Atkins has provided technical and programmatic support to manage the State of Mississippi's PA program following Hurricane Katrina through five consecutive contracts totaling $42.5 million. Within 48 hours, Atkins mobilized emergency managers, debris specialists, engineers and PA Program specialists, and helped obligate more than $3.2 billion of FEMA funds (grants).

Atkins mobilized a multidisciplinary team of emergency managers, debris specialists, engineers, and PA program specialists within 48 hours of contract award and provided 72 staff and trained 50 project officers. Atkins provided a wide range of professional and non-professional services such as damage assessments, PW preparation and review, grants management, appeals support, closeout, and staffing of technical strike teams. Staff have worked in a variety of roles including project officer, public assistance coordinator, deputy public assistance officer, debris specialist, appeals specialist, technical specialist/engineer, and ultimately transitioning into the role of program advisor. Although this project is now winding down, Atkins is still assisting MEMA with final project inspections, financial reconciliation of PWs and grant closures.

The Atkins team assisted MEMA in providing debris removal oversight and guidance to the local applicants. In addition to reviewing all of the debris PWs and debris costs following Hurricane Katrina, the Atkins teams of debris specialists performed field debris validations, identified eligible debris under the standing dead tree program, and assisted applicants with the private property debris removal program. The Atkins team also served a vital role in the wet debris missions and with securing FEMA funding for the waterway dredging and debris removal operations throughout the coast of Mississippi.

Atkins supported the state from declaration through closeout yielding a comprehensive understanding of the FEMA PA Program and its stakeholders. Following the devastation from such a catastrophic event, Atkins focused on the state's objective to expedite funding delivery to the local communities for recovery. Throughout the process, Atkins introduced new methods to the state for guiding applicants to successful outcomes with requests for PA funding, and has provided the state with the tools to manage future disasters more effectively.

With more than $3.2 billion in grants and nearly 13,000 PWs, Atkins developed online systems for document sharing, tracking staff, and monitoring project status/progress. Atkins formed a multidisciplinary task force to evaluate complex projects and recommend appropriate courses of action. To help facilitate acceptance of PWs, Atkins implemented a quality audit to improve accuracy, add 406 mitigation if feasible, expedite review, and protect funding.

During the course of 12 years, we have provided continuity of staff and developed strong relationships to function jointly with FEMA and MEMA, conducting regular meetings and frequent communication. Our efforts led to unprecedented cooperation in support of FEMA PA applicants, facilitating resolution of eligibility disputes.

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Atkins' accomplishments on this contract include:

- **Establishing priorities**. Atkins assisted in establishing priorities for damage assessments, emergency and permanent work, and PW development.
- **Conducting training.** Conducted 10 training sessions to educate state and local entities and MEMA new hires on the PA process so all stakeholders share a common framework for recovery.
- **Fostering collaboration**. Atkins' technical expertise won credibility with FEMA. In conjunction with regular meetings and frequent communication, Atkins fostered close collaboration between MEMA and FEMA leading to unprecedented cooperation in support of FEMA PA applicants, thereby facilitating resolution of eligibility disputes.
- **Engaging technical strike teams and task forces**. Atkins formed multidisciplinary task forces that brought together experts to work hand in hand with FEMA to evaluate substantially damaged properties, review and compare all plans and bid specifications with the PW for financial reconciliation, and prepare technical evaluations for FEMA's review. The technical strike teams solved problems related to complex projects, advised senior MEMA officials, and provided guidance regarding policy and procedures. Also established a task force to facilitate collaboration including substantial damage assessments, evaluation of health risks, debris removal, provision of temporary facilities, repairs, and rebuilding/relocation.
- Evaluating quality. Atkins developed a process to review PWs for eligibility, correctness, and completeness. The QA/QC review helped expedite the approval of PWs once they were formally submitted.
- **Developing tracking/reporting systems**. Atkins established a project management and tracking system to monitor the status of PA projects (by county, applicant, or issue) and payments. This online system facilitated the sharing of operational and financial documents, which reduced the paperwork burden on applicants and resulted in expedited funding of recovery grants. It also managed deployment of technical personnel to the field, and track payment status.

Additional accomplishments included:

- Streamlining delivery by using technical and programmatic expertise to facilitate stakeholder agreement.
- Cultivating collaboration amongst stakeholders to achieve common goals.
- Conducting interim quality audits to improve accuracy and completeness of PWs.
- Providing transparent reporting to track staff assignments and project status.
- Providing continuity of service by monitoring staff performance and retention.
- Supporting full disaster life cycle: performed damage assessments, prepared and reviewed PWs, and assisted with closeout.
- Recruiting, training, and badging local staff.

Individual assistance

For the state of Mississippi, in partnership with FEMA, U.S. Department of Housing and Urban Development (HUD), and other public and private entities, Atkins developed, implemented, and evaluated an alternate housing pilot program for selected residents in Mississippi coastal counties heavily impacted by Hurricane Katrina. Major objectives of this $12 million pilot program included:

- Providing and evaluating new and innovative strategies to improve the construction, delivery, and maintenance of temporary emergency housing as expeditiously as possible.
- Installing approximately 6,000 modular homes for use by residents who lost their homes in Hurricane Katrina and who were living in FEMA-provided travel trailers.
- Documenting processes for consideration of alternative housing delivery methods in future disasters.
- Transitioning selected residents into alternative housing rapidly and efficiently.
- Working to transition a portion of units from temporary to permanent housing.
- Providing a rapid delivery and cost-effective product for Mississippi coastal residents.

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- Documenting and evaluating processes and procedures used in this trial program and preparing a final report, the purpose of which was to document findings of the team with regards to alternative emergency housing in response to disasters.
- Atkins assisted the state as project manager responsible for the oversight of operations until all units were installed on individual lots or in designated multifamily sites. This included oversight of other state contractors' activities and coordination with numerous state agencies, nonprofit organizations, and other groups as identified by the state.

Performance

Atkins has been supporting the State of Mississippi through five consecutive contracts starting in 2005 with a current contract end date in December 2017. A U.S. General Accountability Office report released in March of 2009 entitled "Disaster Recovery: Past Experiences Offer Recovery Lessons for Hurricanes Ike and Gustav and Future Disasters" cites Mississippi as an example of model strategies that other state, federal, and local officials should consider using in administering the PA program after future disasters.

Benefits of approach to North Miami

Atkins will use our proven knowledge of and experience with the FEMA Public Assistance grant program to maximize and retain FEMA funding for North Miami. Our experienced specialists use tailored approaches that focus on advancing project worksheets through the formulation and reimbursement process.

Atkins has been using many of the methods described in the new FEMA PA model with MEMA and other clients prior to it being officially adopted by FEMA. With our in-depth knowledge of the new model we have been able to include costs, such as detailed damage estimates, as part of the project formulation when typically, these costs are not eligible under the PA program. Knowing how the current PA policies interact with the new PA model allows us to provide the guidance necessary to increase Galveston County's federal funding in areas traditionally not reimbursed.

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7
Proposed Cost

7. Proposed Cost

COST PROPOSAL FORM

Labor Rates for the services requested by the City of North Miami are shown below. Proposers may offer other required positions as necessary with the written approval of the City's Project Manager. All such positions and applicable hourly rates shall be included with job descriptions.

Title Role	Hourly Rate (US$)
Project Manager	$140
Operations Manager	$115
FEMA Coordinator	$115
Scheduler / Expediters	$70
GIS Analyst	$85
Field Supervisors	$65
Debris Site / Tower Monitors	$40
Environmental Specialist	$90
Project Inspectors (Citizen Site Monitors)	$35
Project Inspectors (Load Ticket Data Entry Clerks)	$40
Billing and Invoicing Analysts	$75
Administrative Assistants	$30
Field Coordinators (Crew Monitors)	$40

1. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.

2. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Ruben Hernandez Gregorat, PE
VP, Sr. Division Manager — April 6, 2018

Authorized Company Representative (Print Name) — Date

April 6, 2018

Signature — Title

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8
References

8. References

REFERENCES (Form A-14)

List a minimum of three (3)

Name: City of Rockledge, FL Contact: Ken Poole

Address: 1400 Garden Road

City: Rockledge State: FL Zip: 32955

Contact Person: Ken Poole

Phone: 321.221.7540 E-Mail: ckpoole@cityofrockledge.org

Type of Job Performed & Cost Hurricane Irma and Matthew Debris Removal Monitoring

Cost: $670,000

Name: Bradenton Beach, FL Contact: Tom Woodard

Address: 107 Gulf Drive North

City: Bradenton Beach State: FL Zip: 34217

Contact Person: Tom Woodard

Phone: 941.778.1005 E-Mail: twoodward@cityofbradentonbeach.com

Type of Job Performed & Cost Hurricane Irma Debris Monitoring Services

Cost: $5,500

Name: MEMA (Mississippi Emergency Management Agency) Contact: Clayton C. French, Jr.

Address: 1 Mema Dr.

City: Pearl State: MS Zip: 39208

Contact Person: Clayton C. French, Jr.

Phone: 601.933.6702 E-Mail: cfrench@mema.ms.gov

Type of Job Performed & Cost Hurricane Katrina Public Assistance Program Management and Staffing

Cost: $42.5 Million

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Appendix

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Appendix
Cone of Silence

CONE OF SILENCE

Sec. 7-192. Cone of Silence.
(a) *Purpose and intent.* The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) *Cone of silence* is defined to mean a PROHIBITION on:

(1) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;

(3) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

(4) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and

(5) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;

(2) Communications with the city attorney and his or her staff;

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(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

Sec. 7-193. Procedure.

(a) A cone of silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the city clerk, with a copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.

(c) Exceptions. The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.

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Form A-1 Public Entity Crimes

FORM A-1

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Atkins North America, Inc.
[print name of public entity]

by Ruben Hernandez Gregorat, PE/VP, Sr. Division Manager
[print individual's name and title]

for Atkins North America, Inc.
[print name of entity submitting sworn statement]

whose business address is 800 Waterford Way, 7th floor, Miami, FL 33126

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0896138 (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)(g), **Florida Statutes,** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and 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 of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes,** means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with 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 bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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FORM A-1

NORTH MIAMI FLORIDA

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

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

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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]**

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

_____
[signature]

Sworn to and subscribed before me this 6 day of April, 2018.

Personally known _____

OR Produced identification _____ Notary Public - State of Florida

#FF235984 Amarilis Linero My commission expires 5/31/2019

(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)

NOTARY PUBLIC STATE OF FLORIDA

Amarilis Linero
COMMISSION #FF235984
EXPIRES: May 31, 2019
WWW.AARONNOTARY.COM

P#59794.JR.18

Form A-2 Non-Collusion Bidder Certificate

FORM "A-2"
NON-COLLUSIVE BIDDER CERTIFICATE
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, on this day personally appeared Ruben Hernandez Gregorat, PE/VP, Sr. Division Manager (Authorized Officer), who being by me duly sworn, deposes and says:

1. That he/she is the VP, Sr. Division Manager of the corporation/partnership known and styles as Atkins North America, Inc., duly formed under the laws of the State of Florida, on April 6, 2018, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.

2. That Atkins North America, Inc. (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the procurement of North Miami, to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.

3. That Atkins North America, Inc. (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.

4. That Atkins North America, Inc. (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.

5. That Atkins North America, Inc. (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person who bids on the Project.

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NORTH MIAMI FLORIDA

6. That no officer of Atkins North America, Inc. has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.

7. That these representations and warranties will be true at the time of the bid opening.

By: Ruben Hernandez Gregorat, PE

Its: VP, Sr. Division Manager

Authority Warranted

SWORN TO and subscribed before me this 6 day of April, 2018.

Notary Public

My Commission Expires:
5/31/2019

NOTARY PUBLIC STATE OF FLORIDA

Amarilis Linero
COMMISSION #FF235984
EXPIRES: May 31, 2019
WWW.AARONNOTARY.COM

P#59794.JR.18

Form A-3 Local Business Preference Affidavit

LOCAL PREFERENCE FORM A - 3

LOCAL BUSINESS PREFERENCE AFFIDAVIT

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

SECTION 1: GENERAL TERMS

Local Preference

The evaluation of competitive bids is subject to Section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing that it meets at least two (2) of the following objective criteria prior to the City's issuance of the Solicitation.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

At least two (2) of the following criteria must be met in order to qualify for local preference:

1. A business that is located in the City of North Miami (City) with a current city business tax receipt issued prior to the City's issuance of the Solicitation for supplies or services **AND/OR;**
2. A business has at least ten (10%) of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services **AND/OR;**
3. A business that subcontracts at least ten percent (10%) of the contractual amount of a City project with subcontractors who are physically located within the City.

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

The preference is used to evaluate the submittals received from bidders. Except where federal or state law mandates to the contrary, in the purchase of supplies or services in which objective factors used to evaluate the submittals received from offerors are assigned point totals, **a preference of ten (10) percent of the total evaluation points**, or **ten (10) percent of the total price**, shall be given to a local business.

Comparison of Qualifications

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the City from giving any other preference permitted by law instead of preferences granted, nor prohibit the City to select the bid or proposal which is the most responsible and in the best interests of the City.

SECTION 2: AFFIRMATION

Failure to fully complete this affidavit and to submit the requisite supporting documents may render the Vendor ineligible for Local Preference. Bidder/Respondent must check the applicable boxes below.

LOCAL PREFERENCE CERTIFICATION: The local preference may be applied to businesses located within the limits of the City.
NOTE: A copy of a current Business Tax Receipt must be submitted along with this bid or proposal.

☒ Place a check mark here only if affirming bidder meets requirements for **Local Preference Certification**.

Revised 11/9/17

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LOCAL PREFERENCE FORM A - 3

WORKFORCE LOCAL PREFERENCE CERTIFICATION: The local preference may be granted to businesses with a least ten percent (10%) of its total workforce residing within the geographical boundaries of the City.

NOTE: Must submit copy of current roster of all employees and provide proof of residence (Driver's License, Voter Registration Card, etc.) and proof of employment for those employees living within the City of North Miami.

☐ Place a check mark here only if affirming bidder meets requirements for **Workforce Local Preference Certification**.

SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION: The local preference may be granted to businesses that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractors who are physically located within the City of North Miami.

NOTE: Must submit a fully completed Form A-3(a): Statement of Intent signed by the respective subcontractor(s).

☐ Place a check mark here only if affirming bidder meets requirements for **Subcontractor Local Preference Certification**.

I certify that the information and responses on this form or attached hereto are true, accurate, and complete. I understand that the submittal of this form to the City's Purchasing Department is for this public entity only. I also understand that I am required to inform the City's Purchasing Department of any change in the information contained in this form or any attachments hereto.

Atkins North America, Inc.
Company Name

Ruben Hernandez-Gregorat, PE
Print Name – Authorized Representative

VP, Sr. Division Manager
Title

Signature – Authorized Representative

April 6, 2018
Date

Sworn to and subscribed before me on this 6 day of April, 2018.

Amarilis Linero
Notary Public

My Commission Expires:
5/31/2019

Amarilis Linero
COMMISSION #FF235984
EXPIRES: May 31, 2019
WWW.AARONNOTARY.COM

Revised 11/9/17

P#59794.JR.18

Form A-3a Statement of Intent

LOCAL PREFERENCE FORM A – 3(a)

STATEMENT OF INTENT

RFP/IFB NO. 66-16-17

A signed "Statement of Intent" shall be completed by both the proposer/bidder and the owner or authorized principal of each Local to provide services under this Solicitation.

Atkins North America, Inc. agrees to perform work on the above contract as (check one)
Name of Local Business
□a partnership; ☒a corporation; □an individual; □a joint venture

Local Business Contractor

The Local Business will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the City of North Miami for the work with Atkins North America, Inc.
Name of Bidder/Proposer

Item No.	Type of Work	Agreed Price of Work	Percentage of Work
1.	TBD	$	%
2.		$	%
3.		$	%
	TOTAL VALUE OF WORK	$	%

Scott Lawson, Ph.D., PE, LEED AP — **Local Business Contact Name (Please Print)**
Director, Emergency Management National Services — **Title**
April 6, 2018 — **Date**

800 Waterford Way, 7th floor, Miami FL 33126
Local Business Address, City, State & Zip Code

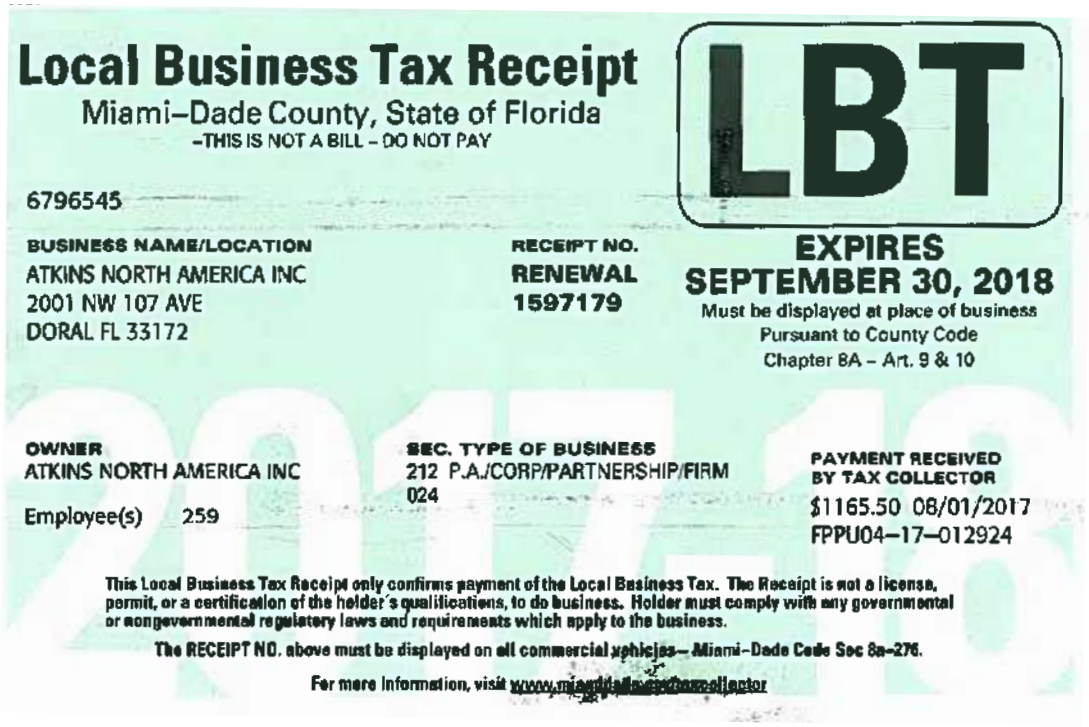
Scott.Lawson@atkinsglobal.com — **Local Business E-Mail address**
305.592.7275 — **Phone Number**
Authorized Local Business Signature

Ruben Hernandez Gregorat, PE — **Authorized Bidder/Proposer Signature**
VP, Sr. Division Manager — **Title**
April 6, 2018 — **Date**

NOTE: A copy of the Local Vendor Business Tax Receipt and signatures of Local Business and Bidder/Proposer are required.

Revised 06/03/16

P#59794.JR.18



Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

6796545

BUSINESS NAME/LOCATION
ATKINS NORTH AMERICA INC
2001 NW 107 AVE
DORAL FL 33172

RECEIPT NO.
RENEWAL
1597179

EXPIRES
SEPTEMBER 30, 2018
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
ATKINS NORTH AMERICA INC

Employee(s) 259

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM
024

PAYMENT RECEIVED BY TAX COLLECTOR
$1165.50 08/01/2017
FPPU04–17–012924

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidadetaxcollector.gov

P#59794.JR.18

Form A-4 Questionnaire Instructions

FORM "A-4"

QUESTIONNAIRE INSTRUCTIONS

PROJECT:	Disaster Debris Monitoring Services
OWNER:	CITY OF NORTH MIAMI
BIDDER:	Atkins North America, Inc.

INSTRUCTIONS

A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.

B. The City of North Miami shall be entitled to contact each and every person/company listed in response to this questionnaire. The Bidder, by completing this questionnaire, expressly agrees that any information concerning the Bidder in possession of said entities may be made available to the City.

C. Only complete and accurate information shall be provided by the Bidder. The Bidder hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Bidder also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the Bidder, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the Bidder.

D. If there are any questions concerning the completion of this form, the Bidder is encouraged to contact the Purchasing Department via email at purchasing@northmiamifl.gov or via phone: (305) 895-9886.

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QUESTIONNAIRE

Bidder's Name: Atkins North America, Inc.

Principal Office Address: 800 Waterford Way, 7th floor, Miami FL 33126

Official Representative: Ruben Hernandez Gregorat, PE/VP, Sr. Division Manager

Individual
Partnership (Circle One)
Corporation

If a Corporation, answer this:

When Incorporated: 1938

In what State: Florida

If Foreign Corporation:

Date of Registration with Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors:

If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

P#59794.JR.18

Name and Address of Each Partner:

Name	Address
1.	
2.	
3.	

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: 36

2. Have any similar agreements held by Bidder for a similar project to the proposed project ever been canceled?

   Yes ( ) No (x)

   If yes, give details on a separate sheet.

3. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? No

   If yes, please explain:

4. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? No

   If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form _____ (have) No (~~have not~~) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike our inappropriate words).

   Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

   A. List all pending lawsuits:

   Atkins recent litigation list is shown on page 112.

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B. List all judgments from lawsuits in the last five years:

Atkins recent litigation list is shown on page 112.

C. List any criminal violations and/or convictions of the Bidder and/or any of its principals:

Atkins recent litigation list is shown on page 112.

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The Bidder understands that information contained in this Questionnaire will be relied upon by the City of North Miami in awarding the proposed Agreement and such information is warranted by the Bidder to be true. The undersigned Bidder agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Bidder, as may be required by the City Manager.

The Bidder further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the City of North Miami Police Department. By submitting this questionnaire, the Bidder agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

Atkins does not have any Conflicts of Interest with the City of North Miami.

P#59794.JR.18

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated April 6 ,2018

CONSULTANT:

Atkins North America, Inc.

By Ruben Hernandez Gregorat, PE
Its VP, Sr. Division Manager

Sworn to and subscribed before me this 6 day of April ,2018

Notary Public

My Commission Expires:

5/31/2019

Amarilis Linero
COMMISSION #FF235984
EXPIRES: May 31, 2019
WWW.AARONNOTARY.COM

P#59794.JR.18

Updated: JANUARY 30, 2018
ATKINS BLUE = 3 YEARS
10-YEAR LITIGATION HISTORY GREEN = 5 YEARS

Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
SPOON, SANDRA VS. PAUL B. CARTER AND ATKINS NORTH AMERICA, INC. SWA GROUP AND JOHN L. GERMAN, CASE NO. 2016CI01808 (6TH AMENDED PETITION FILED 1/11/2018)	DISTRICT COURT OF BEXAR CO., TX	12/6/2017		Open		No	NEGLIGENCE/PERSONAL INJURY
ROMERO, THALIA VS. ATKINS NORTH AMERICA, INC.	CIRCUIT COURT OSCEOLA CO., FL	11/15/2017		Open	Settled	No	NEGLIGENCE/PERSONAL INJURY
RODRIGUEZ, YALIX AS P/R OF EST OF JEANLIX NIEVES-RODRIGUEZ, ET AL, VS. PRINCE CONTRACTING, LLC, OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS AND ATKINS NORTH AMERICA, INC., DEFENDANTS, CASE NO. 2016-CA-00385 AN	CIRCUIT COURT, OSCEOLA CO., FL	9/15/2017 (2ND AMENDED COMPLAINT ADDING ATKINS)	1/25/2018	Closed	Order Granting Motion to Dismiss with Prejudice	Yes	NEGLIGENCE/WRONGFUL DEATH
RAYL ENGINEERING AND SURVEYING, LLC VS. ATKINS NORTH AMERICA, INC. F/K/A PBS&J, CASE NO. _____	CIRCUIT COURT, POLK CO., FL	9/6/2017		Open		No	BREACH OF CONTRACT
WALKER, JO ANN, INDIVIDUALLY, AND AS ADMINISTRATIX OF EST. OF GRADY WALKER, DEC., VS. ATKINS NORTH AMERICA, INC., COBB COUNTY GOVERNMENT, AND CSX TRANSPORTATION, INC., CIVIL ACTION #17-A-2063-1	STATE COURT, COBB COUNTY, GA	8/3/2017		Open		Yes	NEGLIGENCE/WRONGFUL DEATH
IVY, MAKAYLA LYNN VS. ATKINS NORTH AMERICA, INC. AND COURTNEY HARRIS, CASE NO. 15-14062-012-01	12th JUDICIAL DISTRICT, DISTRICT COURT OF MADISON COUNTY, TX	7/13/2015	August, 2016	Closed	Settled	No	NEGLIGENCE/PERSONAL INJURY

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ATKINS BLUE = 3 YEARS

10-YEAR LITIGATION HISTORY GREEN = 5 YEARS

Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
JETVIK, CHAD AS PERSONAL REP. OF EST. OF CAMILLE JETVIG VS. ATKINS NORTH AMERICA, INC., fka POST BUCKLEY SCHUH & JERNIGAN, INC., ETAL, CASE NO. 2016CA8164	CIRCUIT COURT, 9TH JUDICIAL CIRCUIT, ORANGE COUNTY, FL	10/20/2016	7/15/2017	Closed	Settled	No	NEGLIGENCE; AUTO ACCIDENT
SANCHEZ, CESAR VS. ATKINS NORTH AMERICA, INC. AND JAMES MARION KNIGHT, JR., CASE NO. (INDEX NO. 612307/2017)	SUPREME COURT OF NEW YORK, SUFFOLK COUNTY	8/8/2017		Open		No	NEGLIGENCE/PERSONAL INJURY
ANDERSON COMMONS, LLC VS. CITY OF TAMPA AND ATKINS NORTH AMERICA, INC., CASE #16-CA-001057	CIRCUIT COURT, HILLSBOROUGH CO., FL	2/3/2016	5/2/2017	Closed	Settled	No	EJECTMENT
HERMAN, ROCHELLE VS. CHRISTOPHER MC GRATH, AN INDIVIDUAL, AND ATKINS NORTH AMERICA, INC., CASE NO. 2015-CA-004856	CIRCUIT COURT, SARASOTA, FL	9/4/2015	3/20/2017	Closed	Voluntary Dismissal	No	NEGLIGENCE/PERSONAL INJURY
DARRIN TURNER VS. MARK JAHNKE AND ATKINS NORTH AMERICA, INC., (NO CASE NUMBER SHOWN ON PLEADINGS)	DISTRICT COURT, DENVER COUNTY, CO	4/18/2016	3/15/2017	Closed	Settled	No	PERSONAL INJURY
VALENTINO CASTRO VS. CHEN MOORE & ASSOCIATES; CITY OF MIAMI BEACH, FL AND ATKINS NORTH AMERICA, INC., CASE NO. 16-011970 CA 01	MIAMI DADE CIRCUIT COURT, FL	6/9/2016	3/14/2017	Closed	Settled	Yes	NEGLIGENCE

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10-YEAR LITIGATION HISTORY **GREEN = 5 YEARS**

Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
NAZARIO, LUIS A., AS PERSONAL REP. OF THE EST. OF MIRIAM CABRERA, DEC. VS. M. VILA & ASSOCIATES, INC., METRO EXPRESS, INC., CITY OF MIAMI BEACH AND CHEN MOORE AND ASSOCIATES, INC.; AND CITY OF MIAMI BEACH, AS 3RD PARTY PLAINTIFF VS. ATKINS NORTH AMERICA, INC., 3RD PARTY DEFENDANT, CASE NO. 13-025280 CA05	CIRCUIT COURT, MIAMI-DADE COUNTY, FL	5/13/2016	3/1/2017	Closed	Settled	Yes	CONTRACTUAL INDEMNITY
MARTIN, CHRISTOPHER, ETUX, VS. EASTWOOD CONSTRUCTION CO, INC., ETAL, CASE NO 2014-CP-29-01686	COMMON PLEAS COURT, LANCASTER CO., SC	10/6/2015	12/5/2016	Closed	Settled	No	CONSTRUCTION DEFECT/NEGLIGENCE
ALICE WEBER VS. CITY OF MINNEOLA CASE NO. 2013CA000394	CIRCUIT CT. LAKE CO., FL	2/4/2013	12/1/2016	Closed	Settled	Yes	PROPERTY DAMAGE
BRIAN BARLOW & CRYSTAL BARLOW VS. DAVID A. TANT; DAVID A. TANT DBA DAVID A. TANT SURVEYING & MAPPING; LEIDOS ENGINEERING, LLC; MARY ACHEE; ATKINS NORTH AMERICA, INC. AND ATKINS, P.A., CASE NO. 2016-CV-0086-G	CHANCERY COURT, LAMAR COUNTY, MS	3/7/2016	11/30/2016	Closed	Settled	No	NEGLIGENCE
CCE VS. PBS&J CONSTRUCTION SERVICES, INC. AND POST BUCKLEY SCHUH & JERNIGAN, INC., ETAL, CASE NO. 200646041	270TH JUDICIAL CIRCUIT OF HARRIS COUNTY, TX	12/6/2006	11/21/2016	Closed	Settled	No	NEGLIGENCE
HASTY, ORVILLE, ETUX VS. EASTWOOD CONSTRUCTION CO., INC., ETAL, CASE NO. 2014-CP-29-01688	COMMON PLEAS COURT, LANCASTER CO., SC	10/6/2015	10/29/2016	Closed	Settled	No	CONSTRUCTION DEFECT/NEGLIGENCE

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Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
SILVIA REYNA DE LUNA, ETAL VS. CITY OF AURORA, CO., COLORADO DOT, ATKINS NORTH AMERICA, INC., ETAL, CASE NO. 2015CV031490	DISTRICT COURT, DENVER COUNTY, CO	4/27/2015	10/3/2016	Closed	Settled	Yes	NEGLIGENCE/PERSONAL INURY
MENA, SANDY VS. CITY OF AURORA, CO., COLORADO DEPT. OF TRANSPORTATION, ATKINS NORTH AMERICA, INC., ETAL, CASE NO. 2015CV31874	DISTRICT COURT, DENVER COUNTY, CO	5/27/2015	10/3/2016	Closed	Dismissed	Yes	NEGLIGENCE/PERSONAL INJURY
GAITAN, WALTER (PERSONAL REP) VS. GIBRALTAR CABLE BARRIER SYSTEMS L P, GEORGIA DOT, ET AL, - 2009-029561-CA-01	FL MIAMI-DADE 11TH JUDICIAL CIR.	4/10/2009	8/1/2016	Closed	Settled	Yes	TORTS/NEGLIGENCE - PRODUCT LIABILITY
CHANDLER, JOEL VS. ATKINS NORTH AMERICA, INC., CASE NO. 53-2015-CA-002045-000-l; moved to Hillsborough, Co., Case #15-CA-010244, Div. I	10TH JUDICIAL CIRCUIT, POLK COUNTY, FL; MOVED TO CIRCUIT COURT, HILLSBOROUGH CO., FL	7/29/2015	7/7/2016	Closed	Dismissed	No	BREACH OF PUBLIC RECORDS ACT
CARRILLO, MARTHA, ETAL VS. PBS&J CONSTRUCTION SERVICES, INC.; CASE NO. A-11-642932-D; 2ND AMENDED COMPLAINT	DISTRICT COURT, CLARK CO., NV	10/8/2013	7/5/2016	Closed	Dismissed	No	CONSTRUCTION DEFECT
MILLION, SCOTT AND RUTH VS. COLEJENEST, P.A., POST BUCKLEY SCHUH & JERNIGAN, INC. (PBS&J), ATKINS NORTH AMERICA, INC., ETAL, CASE NO. CA 2015-CP-46-02711	COURT OF COMMON PLEAS, SIXTEENTH JUDICIAL CIRCUIT, YORK COUNTY, SOUTH CAROLINA	9/8/2015	6/7/2016	Closed	Dismissed	No	NEGLIGENCE/PERSONAL INJURY

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Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
RHOADES, KAREN A. VS. CITY OF DAYTON, ATKINS NORTH AMERICA, INC., ETAL, CASE NO. 2015 CV 02069	COMMON PLEAS COURT, MONTGOMERY CO, OHIO CIVIL DIV.	5/7/2015	5/31/2016	Closed	Dismissed	Yes	NEGLIGENCE/PERSONAL INJURY
RITA GENOVESE, INDIVIDUALLY AS PERSONAL REPRESENTITATIVE OF EST. OF MICHAEL A. GENOVESE VS. THE ATKINS NORTH AMERICA HOLDINGS CORPORATION, FLORIDA DEPT. OF TRANSPORTATION, ETAL, CASE NO. 2013-CA-002467	CIRCUIT COURT, SAINT LUCIE COUNTY, FL	8/19/2014	5/31/2016	Closed	Summary Judgment (Dismissal)	Yes	NEGLIGENCE/PERSONAL INJURY
NORTH DRUID DEVELOPMENT LLC VS. NORTH DRUID DEVELOPMENT II LLC - 10102036	GA COBB SUPER. CT.	3/3/2010	5/31/2016	Closed	Dismissed	No	CIVIL PROCEDURE - PLEADING
ALDO BERETTA AS PR OF EST. OF ROSSANA FACCIUTO VS. ATKINS NORTH AMERICA, INC. fka PBS&J, FDOT, ETAL, CASE NO. 14-005478-CA-1	11TH JUDICIAL CIRCUIT, MIAMI-DADE COUNTY, FL	2/8/2014	5/13/2016	Closed	Settled	Yes	NEGLIGENCE/PERSONAL INJURY
REP. OF EST. OF BRITTANY A. RHYMAUN, DECEASED AND MARK RHYMAUN, INDIVIDUALLY, VS. ATKINS NORTH AMERICA, INC., FLORIDA DEPT. OF	CIRCUIT COURT, MIAMI-DADE COUNTY, FL	2/21/2014	5/13/2016	Closed	Settled	Yes	TORTS/NEGLIGENCE-PERSONAL INJURY
MASSEY, PRAME DAYE L. VS. PBS&J CONSTRUCTION, CASE #12-49728CA27	11TH JUDICIAL CIRCUIT CT, MIAMI-DADE CO., FL	12/21/2012	5/13/2016	Closed	Settled	No	TORTS/NEGLIGENCE-PERSONAL INJURY

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10-YEAR LITIGATION HISTORY GREEN = 5 YEARS

Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
JACQUELINE R. LLOYD VS. REYNOLDS, SMITH AND HILLS, INC., ATKINS NORTH AMERICA, INC. FKA POST BUCKLEY SCHUH & JERNIGAN, INC., FLORIDA DEPARTMENT OF TRANSPORTATION, ET AL, CASE NO. 2015-020095-CA24	11TH JUDICIAL CIRCUIT, MIAMI-DADE COUNTY, FL	8/31/2015	2/9/2016	Closed	Settled	Yes	NEGLIGENCE/PERSONAL INJURY
GUERRERO, PRICILLA VS. ATKINS NORTH AMERICA, INC., ETAL CASE NO. 2013-CA-6344	CIRCUIT COURT, ORANGE CO., FL	6/3/2014	10/16/2015	Closed	Settled	No	NEGLIGENCE/PERSONAL INJURY
JESSICA IMHOLZ, ETAL VS. FDOT DIST. 3, ATKINS NORTH AMERICA, INC., ETAL, CASE #2011-CA-000714	CIRCUIT CT., DIVISION E, ESCAMBIA CO., FL	11/2/2012	9/11/2015	Closed	Settled and Dismissed	Yes	TORTS/NEGLIGENCE-PERSONAL INJURY
ATKINS ENGINEERS, INC. VS. ATKINS NORTH AMERICA, INC., CASE NO. 14-CV-24904-FAM	US DISTRICT COURT, SOUTHERN DISTRICT OF FLORIDA, MIAMI DIV.	12/30/2014	7/30/2015	Closed	Settlement/Dismissal	No	TRADEMARK INFRINGEMENT
SANCHEZ, JUAN V. FLOYD'S CONSTRUCTION, INC.; ATKINS NORTH AMERICA, INC., ETAL; AMENDED COMPLAINT; CASE NO. CV33671, DEPT. I	DISTRICT COURT, NYES CO., NV	7/1/2013	7/16/2015	Closed	Settled/Dismissed	No	NEGLIGENCE/PERSONAL INJURY
WHITING-TURNER CONTRACTING COMPANY, INC. VS. ATKINS NORTH AMERICA, INC.; CASE NO. 14-CA-10755-0	CIRCUIT COURT, ORANGE CO., FL	10/16/2014	6/29/2015	Closed	Order of Dismissal with Prejudice entered 6/29/15	No	NEGLIGENCE/BREACH OF CONTRACT
CITY OF CLEARWATER VS. PBS&J	PINELLAS CO., FL CIRCUIT COURT , CIVIL DIV. #09-21391C1-15	1/6/2010	6/17/2015	Closed	Voluntary Dismissal with Prejudice	Yes	CITY SEEKING INDEMNITY

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Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
HENDERSON, TIFFANY R. VS. ATKINS NORTH AMERICA, INC., CASE NO. 3-14-0824	US DISTRICT COURT, MIDDLE DISTRICT, TENNESSEE	3/24/2014	5/1/2015	Closed	Dismissed 5/1/15	No	EMPLOYMENT MATTERS
BENINATI, HEATHER; BENINATI, KATHERINE AS PERSONAL REPRESENTATIVE OF COURTNEY ELIZABETH HENDRIX, DEC.; AND ROSIER, KELLIE MARIE AS NATURAL GUARDIAN OF BRIANA BURNSED, A MINOR VS. ATKINS NORTH AMERICA, INC. #12CA391; Case Consolidated to 45-2012-CA-000306 as of 1-10-13	CIRCUIT CT, NASSAU COUNTY, FL	5/18/2012	4/7/2015	Closed	Voluntary dismissal.	No	TORTS/NEGLIGENCE - PERSONAL INJURY
NYE COUNTY, NV. VS. UTILITIES, INC., ATKINS NORTH AMERICA, INC., ETAL, CASE #cv34371	DISTRICT COURT, NYES CO., NV	12/19/2012	2/27/2015	Closed	Order of Dismissal with Prejudice	Yes	REMEDIES-DAMAGES-BREACH OF CONTRACT
UTILITIES, INC. OF CENTRAL NEVADA V. ATKINS NORTH AMERICA, INC., ETAL, ; A-11-6466674-C DEPT XXV1	CLARK CO., NV DIST. CT.	8/6/2012	2/27/2015	Closed	Order of Dismissal with Prejudice	No	CONSTRUCTION DEFECT-BREACH OF CONTRACT
ENGEL, JOSEPH VS. E.E. HOOD & SONS, INC, ATKINS NORTH AMERICA, INC., ETAL; CASE NO. 2013CI19581	BEXAR COUNTY, TX DISTRICT COURT	11/27/2013	1/20/2015	Closed	Settled and Dismissed	No	NEGLIGENCE/PERSONAL INJURY
VRANA, DONALD J. VS. THE ATKINS NORTH AMERICA HOLDINGS CORPORATION, CASE NO. 12-015546 DIV. H,	CIVIL DIV., HILLSBOROUGH COUNTY, FL	10/2/2012	12/19/2014	Closed	Jury Verdict in favor of Atkins North America	No	BREACH OF CONTRACT
CITIZENS AWARENESS FOUNDATION, INC. VS. ATKINS NORTH AMERICA, INC. CASE NO. 14-CA-007736	CIRCUIT COURT, HILLSBOROUGH CO., FL	7/30/2014	10/1/2014	Closed	Voluntary dismissal.	No	VIOLATION OF PUBLIC RECORDS ACT

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Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
BETANCOURT CASTELLON ASSOCIATES, INC. V. EASTERN PLASTERING CORP; PBS&J AS THIRD-PARTY DEFENDANT CASE #12-42662-CA-25	MIAMI-DADE COUNTY, FL	5/29/2014	9/26/2014	Closed	Voluntary dismissal.	No	CONSTRUCTION DEFECT
SUNRISE RIDGE MASTER HOMEOWNERS ASSOC., ETAL VS. PBS&J, CASE NO. A-10-619800-D DEPT. XIX	DISTRICT COURT, CLARK CO., NV	12/29/2010	7/18/2014	Closed	Dismissed	No	TORTS/NEGLIGENCE
WILLIS V. CITY OF LAS VEGAS ET AL - 2:12CV01214	NV U.S. DIST. CT.	7/10/2012	7/16/2014	Closed	Atkins dismissed	No	TORTS/NEGLIGENCE - PERSONAL INJURY
BOYLES, SEAN, ETUX VS. ORLANDO-ORANGE CO. EXPRESSWAY AUTHORITY, FLORIDA DEPT. OF TRANSPORTATION, CITY OF ORLANDO, ATKINS NORTH AMERICA, INC., ETAL, CASE NO. 2011-CA-008268-0	CIRCUIT COURT, ORANGE CO., FL	7/15/2011	7/16/2014	Closed	Settled	Yes	PERSONAL INJURY
HEATH CAMPBELL, ETAL VS. FLOYD'S CONSTRUCTION, ATKINS NORTH AMERICA, INC., ETAL, CASE #CV34369, DEPT 1	DISTRICT COURT, NYES CO., NV	12/21/2012	7/2/2014	Closed	Dismissed with Prejudice	No	REMEDIES-DAMAGES
WELLINGTON REALTY CO., LLC VS. BROWARD CO., F. AND CITY OF POMPANO BEACH, FL, CASE #11-009434.08	CIRCUIT COURT BROWARD CO., FL	2/6/2013	5/30/2014	Closed	Settled	Yes	TORTS/NEGLIGENCE-PERSONAL INJURY-BREACH OF CONTRACT
TURNER, JEANIE (INDIVIDUALLY AND AS REPRESENTATIVE VS. CONTINENTAL AIRLINES INC - 201104217	TX HARRIS DIST. CT.	1/21/2011	5/22/2014	Closed	Dismissed	No	REMEDIES - DAMAGES
RANJEL, MARIA ZUNIGA (ANF JUAN MANUEL CORDERO) VS. POST BUCKLEY SCHUH &; JERNIGAN INC - 201073599	TX HARRIS DIST. CT.	11/5/2010	4/29/2014	Closed	Dismissal of PBS&J	No	TORTS/NEGLIGENCE - PERSONAL INJURY

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Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
CAPRIATI CONSTRUCTION CORP. VS. LAKE HAVASU CITY & ATKINS NORTH AMERICA, INC., ETAL, #CV2012-00764	SUPERIOR CT., MOHAVE COUNTY, AZ	6/12/2012	3/31/2014	Closed	Dismissed	Yes	CONSTRUCTION DEFECT-BREACH OF CONTRACT
ATKINS NORTH AMERICA, INC. VS. PRAD GROUP, INC., CASE NO. 2013CV234776	SUPERIOR CT., FULTON COUNTY, GA	8/7/2013	3/26/2014	Closed	Settled	No	COLLECTION
BANOS, RAQUEL VS. ATKINS NORTH AMERICA, INC., CASE NO. 2017-012091-CA01	CIRCUIT COURT MIAMI - DADE COUNTY, FL	6/7/2017		Open		No	DISCRIMINATION
DENVER TRANSIT CONSTRUCTORS, INC. VS. FLUOR/HDR GLOGAL DESIGN CONSULTANTS, LLC, VS. POST BUCKLEY SCHUH & JERNIGAN, INC. DBA PBS&J, ETAL, AS 3RD PARTY DEFENDANTS, CASE NO. 2016CV30742, DIV. 376	DISTRICT COURT, DENVER COUNTY, CO.,	11/15/2016	11/15/2017	Closed	Settled	No	BREACH OF CONTRACT
SHAW FARMS & LAND COMPANY OF FLORIDA, LLC AND DANIA PLACE, LLC VS. BROWARD COUNTY, ATKINS NORTH AMERICA, INC., ETAL, CASE NO. CACE-15-011648(09)	CIRCUIT COURT, BROWARD COUNTY, FL	3/25/2016		Active	Open	Yes	TRESPASSING, PRIVATE NUISANCE, NEGLIGENCE
ECOSYSTEM TECHNOLOGIES, INC. VS. SARASOTA COUNTY AND ATKINS NORTH AMERICA, INC., CASE #2016CA000183NC	CIRCUIT COURT, SARASOTA, FL	1/14/2016		Active		Yes	BREACH OF CONTRACT, NEGLIGENCE
GRAY, ARTIE LEE AND PATRICIA PHELPS-GRAY VS. JUCIUS J. GEORGE AND ATKINS NORTH AMERICA, INC., CASE NO. 16-CA-3227	CIRCUIT COURT HILLSBOROUGH CO., FL	4/6/2016	11/13/2017	Closed	Settled		

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Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
LONDON, FANTASIA AND MATTHEW AND LAURA HESS, VS. CITY OF AUSTIN, TX, ATKINS NORTH AMERICA, INC. AND M.A. SMITH CONTRACTING CO., CASE NO.. D-1-16-002408	DISTRICT COURT, TRAVIS CO., TX	6/9/2016		Active		Yes	PERSONAL PROPERTY DAMAGE
PHENICIE, DALE KENT, INDIVIDUALLY AND AS EXEC OF EST. OF BARBARA JEAN PHENICIE, DECEASED, ETAL VS. GEORGIA DOT, ATKINS NORTH AMERICA, INC., ETAL, CASE #15A-1670-5	STATE COURT, COBB COUNTY, GA	7/1/2015	11/16/2017	Closed		Yes	NEGLIGENCE/PERSONAL INJURY
MILLSAPS, ELAINE VS. LEWALLEN COMPANY, INC., KENNEDY ENGINEERING & ASSOCIATES GROUP, LLC, ATKINS NORTH AMERICA, INC., SAFETY SIGNAL COMPANY, INC. AND GEORGIA DEPT. OF TRANSPORTATION, CIVIL ACTION FILE #15A-841-1	STATE COURT OF COBB COUNTY, GA	4/13/2015	11/14/2017	Closed		Yes	NEGLIGENCE/PERSONAL INJURY
ENNIS, JAMES VS. ATKINS NORTH AMERICA HOLDINGS CORPORATION; CASE NO. 05-2013-CA-42345	CIRCUIT COURT, BREVARD COUNTY, FL	12/30/2013		Open		No	CIVIL RIGHTS - EMPLOYMENT
AUTO-OWNERS INSURANCE CO. VS. PBS&J CONSTRUCTION SERVICES, INC., CASE #13-1-02314-53	SUPERIOR COURT, COBB COUNTY, GA	3/15/2013	10/10/2017	Closed	Settled	No	SURETY DAMAGES-BREACH OF CONTRACT
PEREZ, JORGE J VS. BORAN CRAIG BARBER ENGEL ETC - 2012-016955-CA-01	FL MIAMI-DADE 11TH JUDICIAL CIR.	4/30/2012		Open		No	CONSTRUCTION DEFECT

ATKINS NORTH AMERICA, INC. (FORMERLY POST BUCKLEY SCHUH & JERNIGAN, INC. D/B/A PBS&J) PROPRIETARY CONFIDENTAL INFORMATION - NOT TO BE DISTRIBUTED

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Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
POST, BUCKLEY, SCHUH & JERNIGAN, INC. VS.UNITED STATES OF AMERICA CASE NO 09-112C (Ten Mile Ck)	UNITED STATES COURT OF FEDERAL CLAIMS, WASHINGTON, DC	2/23/2009	8/13/2015	Closed	Settled and Dismissed	Yes	APPEAL
POST, BUCKLEY, SCHUH & JERNIGAN, INC. VS. UNITED STATES DEPT. OF THE ARMY AND ITS COMPONENT UNITED STATES ARMY CORP OF ENGINEERS, CASE NO. 3:8 CV 1239-J-34HTS	US DISTRICT COURT, JACKSONVILLE, FL	12/24/2008	11/25/2013	Closed	Dismissed	Yes	VIOLATION OF FREEDOM OF INFORMATION ACT
LYNN FORMAN vs. GEORGIA DEPT. OF TRANSPORTATION,, POST, BUCKLEY, SCHUH & JERNIGAN, INC., ETAL CIVIL #207 CV 2991 C	GA STATE COURT OF FULTON CO.	8/8/2008	7/18/2013	Closed	Dismissed.	Yes	TORTS/NEGLIGENCE; MOTOR VEHICLE
CORREA WENDY VS. HUBBARD CONSTRUCTION COMPANY, FLORIDA DEPT. OF TRANSPORTATION, ET AL, - 07-CA-008611	FL HILLSBOROUGH 13TH CIR. CT.	7/13/2007	5/28/2013	Closed	Settled; Voluntary Dismissal	Yes	TORTS/NEGLIGENCE- MOTOR VEHICLE
CDM SMITH, INC. VS. ATKINS NORTH AMERICA, INC., CASE #12-80428-CV-HURLEY/HOPKINS	US DIST COURT SO DISTRIC FLA; CIVIL ACTION	4/23/2012	2/20/2013	Closed	Settled/Dismissed	No	BREACH OF CONTRACT
H. GIRAY KAYA VS. ATKINS NORTH AMERICA, INC.; KBR, INC.; KIEWIT TEXAS CONSTRUCTION L.P.; AND ZACHRY INDUSTRIAL, INC., D-1-GN-11-002649	DIST. CT, TRAVIS CO., TX 419TH JUDICIAL DIST.	8/30/2011	8/29/2013	Closed	Order Granting Motion to Dismiss with Prejudice	No	TORTS/NEGLIGENCE-MOTOR VEHICLE ACCIDENT

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Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
KOVALCIK, EDWARD & BERNADETTE VS. GEORGIA DOT AND POST BUCKLEY SCHUH & JERNIGAN, INC. - CASE 10EV009673A	STATE COURT OF FULTON CO., GA	3/23/2010	1/2/2013	Closed	Settled	Yes	TORTS/NEGLIGENCE-PERSONAL INJURY
ELIZABETH REQUEJO GARCIA VS. BRIAN ROBERTSON AND ATKINS NORTH AMERICA, INC.; CASE NO. 30-2012-00598530-CU-PA-CJC	ORANGE COUNTY SUPERIOR COURT, CA	6/6/2013	7/30/2013	Closed	Dismissed Atkins North America, Inc.	No	PERSONAL INJURY
BOBBY BLACK AS ADM OF EST. OF CLAUDE McINTOSH, DECEASED, ETAL, VS. ATKINS NORTH AMERICA, INC., CASE NO. 12CV32,165, 2ND AMENDED PETITION	123rd/273rd DIST. COURT, SHELBY CO., TX	10/8/2012	9/17/2013	Closed	Final Judgment and Discharge of Defendants	No	REMEDIES - DAMAGES
FDOT V. DYER, RIDDLE, MILLS & PRECOURT, INC. - PBS&J THIRD-PARTY DEFENDANTS, CASE #37-2008-CA-004158	2ND JUDICIAL CIRCUIT, LEON CO., FL	12/17/2012	12/4/2013	Closed	Final Judgment in favor of Atkins and Dismissal	Yes	REMEDIES-DAMAGES
GENERAL CONTRACTING SERVICES, INC. VS. POST, BUCKLEY, SCHUH & JERNIGAN, INC.	DESOTO CO., FL CIRCUIT COURT #2010CA654	7/24/2010	12/5/2013	Closed	Settled	No	BREACH OF CONTRACT
KOVALCIK, EDWARD & BERNADETTE VS. GEORGIA DOT AND POST BUCKLEY SCHUH & JERNIGAN, INC. - CASE 10EV009673A	STATE COURT OF FULTON CO., GA	3/23/2010	1/2/2013	Closed	Settled	Yes	TORTS/NEGLIGENCE-PERSONAL INJURY
KERMIT PRIME ON BEHALF OF THE UNITED STATES OF AMERICA ET AL VS. POST, BUCKLEY, SCHUH & JERNIGAN, INC. ET AL - 6:10CV01950	FL U.S. DIST. CT., MID.	12/30/2010	11/25/2013	Closed	Final Judgment in favor of Atkins/PBS&J and Parsons Corporation	Yes	CONTRACTS

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Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
CRUZ vs C V. HUBBARD CONSTRUCTION CO - 09-CA-022284	FL HILLSBOROUGH 13TH JUDICIAL CIR.	9/2/2009	5/28/2013	Closed	Settled; Voluntary Dismissal	No	TORTS/NEGLIGENCE
WARREN SHULMAN VS. ARCADIS U.S., INC., GEORGIA DEPT. OF TRANSPORTATION, ETAL - 09A09663	GA DEKALB STATE CT.	7/1/2009	5/29/2013	Closed	Summary Judgment in favor of ATKINS.	Yes	TORTS/NEGLIGENCE - PERSONAL INJURY
TRAVERSE POINT CONDOMINIUMS UNIT-OWNERS ASSOCIATION INC V. SUNVEST RESORT COMMUNITIES LC AND ATKINS NORTH AMERICA, INC. UNDER SECOND AMENDED COMPLAINT - A-09-600069-D	NV CLARK 8TH JUDICIAL DIST.	12/16/2011	3/25/2013	Closed	Order Dismissing Atkins North America, Inc. with Prejudice	No	CONSTRUCTION DEFECT
ROSSER, JOHN R. AND VIRGINIA L. VS. VILLAGE OF KEY BISCAYNE, PBS&J, ET AL, CASE NO. 09-36103CA11	FL MIAMI-DADE CO 11TH JUDICIAL CT	10/9/2009	11/26/2013	Closed	Dismissed	No	REMEDIES-DAMAGES
CITY OF LOS ANGELES V. POST BUCKLEY SCHUH & JERNIGAN INC - BC436238	CA LOS ANGELES SUPER. CT.	4/20/2010	2/28/2012	Closed	Settled	Yes	REAL PROPERTY - EMINENT DOMAIN
EFRAIN GAMARRA VS. GIBRALTAR CABLE, FLORIDA DOT, ETAL - 2008CA027405	FL PALM BEACH 15TH JUDICIAL CIR	9/12/2008	12/3/2012	Closed	Atkins dismissed	Yes	TORTS/NEGLIGENCE - PRODUCT LIABILITY
PHOENIX CONSTRUCTION SERVICES INC VS. PANAMA CITY BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT - 10002839CA	FL BAY 14TH JUDICIAL CIR.	11/24/2010	5/12/2012	Closed	Settled	No	BREACH OF CONTRACT
SUTTON VS. POST, BUCKLEY, SCHUH & JERNIGAN, INC. - 6:12CV00192	FL U.S. DIST. CT., MID.	5/10/2011	10/5/2012	Closed	Order of Dismissal with Prejudice	No	CIVIL RIGHTS - EMPLOYMENT

Updated: JANUARY 30, 2018
ATKINS BLUE = 3 YEARS
10-YEAR LITIGATION HISTORY GREEN = 5 YEARS

Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
GROJEAN VS. THE PBS&J CORPORATION - 1:10CV04185	GA U.S. DIST. CT., NORTH	12/23/2010	8/23/2011	Closed	Dismissed.	No	CIVIL RIGHTS - EMPLOYMENT
POST, BUCKLEY, SCHUH & JERNIGAN, INC. VS. GIMROCK CONSTRUCTION, INC., CASE NO. 2011-CA-002527-0000-01	11TH CIRCUIT COURT IN MIAMI-DADE COUNTY, FL	5/31/2011	3/28/2011	Closed	Settled	No	COLLECTION
SALIVA P VS. PBS&J INC - 10-CA-012082	FL HILLSBOROUGH 13TH JUDICIAL CIR	6/9/2010	11/15/2011	Closed	Settled	No	TORTS/NEGLIGENCE - MOTOR VEHICLE
ERIC ELLIS VS. ARCADIS US INC - 10A28951	GA DEKALB STATE CT.	6/3/2010	6/10/2011	Closed	Settled	No	TORTS/NEGLIGENCE - PERSONAL INJURY
CITY OF LONE TREE, COLORADO VS. POST BUCKLEY SCHUH & JERNIGAN, INC.	DOUGLAS CO DISTRICT COURT, COLORADO #2010CV3398, DIV 3	9/2/2010	11/16/2011	Closed	Settled	Yes	BREACH OF CONTRACT, NEGLIGENCE
MERRY JUDD VS. TATE SNYDER KIMSEY ARCHITECTS LTD - A-09-600671-C	NV CLARK 8TH JUDICIAL DIST.	10/2/2009	8/11/2011	Closed	Dismissed.	No	TORTS/NEGLIGENCE
MACKIE V. POST, BUCKLEY, SCHUH & JERNIGAN, INC. - 5:09CV00737	TX U.S. DIST. CT., WEST	9/8/2009	3/9/2011	Closed	Summary judgement in favor of PBS&J, Inc.	No	CIVIL RIGHTS - EMPLOYMENT

Updated: JANUARY 30, 2018
ATKINS BLUE = 3 YEARS
10-YEAR LITIGATION HISTORY GREEN = 5 YEARS

Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
GLORIA MARKOWITZ vs. THE CITY OF SANTA MONICA ET. AL. - SC102098	CA LOS ANGELES SUPER. CT.	3/11/2009	10/28/2011	Closed	Settled	No	TORTS/NEGLIGENCE - PREMISES LIABILITY
COLLIER , LORRAINE VS. POST BUCKLEY SCHUH AND JERNIGAN INC - 2008CA002864	FL ESCAMBIA 1ST JUDICIAL CIR.	9/10/2008	4/19/2011	Closed	Dismissed.	No	EMPLOYMENT MATTERS
JUDD, MERRY VS. GROVE INC - 08-A-578872-C	NV CLARK 8TH JUDICIAL DIST.	12/30/2008	12/12/2011	Closed	Dismissed.	No	CIVIL
LAURA PULLEN vs. J D GATLIN, FLORIDA DEPT. OF TRANSPORTATION, ETAL, - 05-2008-CA-041829	FL BREVARD 18TH JUDICIAL CIR.	6/26/2008	8/19/2011	Closed	Settled	Yes	TORTS/NEGLIGENCE
TIMOTHY GATTIS AND TAMMY GATTIS INDIVIDUALLY AND AS CO ADMINISTRATORS OF THE ESTATE OF THEIR DAUGHTER KAYLA RAE GATTIS VS. THOMAS G. WESTBROOK, YARBROUGH AND SON GRADING INC., APAC-SOUTHEAST, INC., PEEK PAVEMENT MARKING, LLC, POST, BUCKLEY, SCHUH & JERNIGAN, INC. - 2008CV148943	GA FULTON SUPER. CT.	4/7/2008	12/27/2011	Closed	Settled	No	TORTS/NEGLIGENCE
UNLIMITED RESOURCES INCORPORATED VS. DEPLOYED RESOURCES, LLC ET AL - 3:07CV00961	FL U.S. DIST. CT., MID.	10/11/2007	1/26/2010	Closed	Dismissed.	No	CONTRACTS

Updated: JANUARY 30, 2018
ATKINS **BLUE = 3 YEARS**
10-YEAR LITIGATION HISTORY **GREEN = 5 YEARS**

Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
ORLANDO LAKE FOREST JOINT VENTURE VS. WLW CONSTRUCTION INC - 2009CA005241	FL SEMINOLE 18TH JUDICIAL CIR	7/11/2007	4/5/2010	Closed	Summary Judgment in favor of all defendants	No	CIVIL
GARNICA, UVALDO VS. SOUTHERN READY MIX INC - 200677796	TX HARRIS DIST. CT.	12/7/2006	11/18/2010	Closed	Non-suit as to all defendants	No	TORTS/NEGLIGENCE - PERSONAL INJURY
AJT VS. POST BUCKLEY - 05-2005-CA-064055-XXXX-XX	FL BREVARD 18TH JUDICIAL CIR	8/16/2005	11/18/2010	Closed	Settled	No	CIVIL
OJITO & ASSOC INC VS. POST BUCKLEY SCHUH & JERNIGAN INC - 2005-005143-CA-01	FL MIAMI-DADE 11TH JUDICIAL CIR.	3/9/2005	5/11/2010	Closed	Dismissed.	No	CIVIL
OJITO & ASSOCS INC VS. POST BUCKLEY SCHUH & JERNIGAN INC - 2004-001986-CA-01	FL MIAMI-DADE 11TH JUDICIAL CIR.	1/27/2004	5/11/2010	Closed	Dismissed.	No	CONTRACTS
ROUTON V. PBS&J CONSTRUCTION SVCS, FLORIDA DEPT. OF TRANSPORTATION (3RD PARTY DEFENDANT) - 03-CA-011587	FL HILLSBOROUGH 13TH CIR. CT.	12/12/2003	9/18/2010	Closed	Settled and Voluntary Dismissal of PBS&J	Yes	CIVIL
PBS&J vs. NATAWA COLLECTION, CASE NO. 37-2008-00097177-CU-CL-CTL	SUPERIOR COURT, SAN DIEGO, CA, HALL OF JUSTICE DEPT.	1/1/2009	7/1/2010	Closed	Non-collectible	No	COLLECTION
AFCO CONSTRUCTORS INC VS. POST BUCKLEY SHUH - 2008CA018997	FL PALM BEACH 15TH JUDICIAL CIR.	6/24/2008	11/8/2010	Closed	Settled	No	REMEDIES - REPLEVIN
CITY OF RIVERSIDE VS. POST BUCKLEY SCHUH & JERNIGAN - RIC518360	CA RIVERSIDE SUPER. CT.	1/30/2009	9/27/2010	Closed	Settled	Yes	REMEDIES - DAMAGES

Updated: JANUARY 30, 2018
ATKINS **BLUE = 3 YEARS**
10-YEAR LITIGATION HISTORY **GREEN = 5 YEARS**

Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
PRI ASPHALT TECHNOLOGIES INC VS. POST BUCKLEY SCHUH - 09-CA-011503	FL HILLSBOROUGH 13TH JUDICIAL CIR.	5/4/2009	2/18/2010	Closed	Dismissed.	No	CONTRACTS - BREACH OF CONTRACT
AMERICAN ARCHAEOLOGY GROUP, LLC VS. CITY OF WACO, TX, DEFENDANT VS. TEXAS HISTORIAL COMMISSION, PBS&J, DECLARATORY JUDGMENT DEFENDANTS, 2008-2173-4	170TH JUDICIAL DISTRICT, McLENNAN COUNTY DISTRICT CT, TX	6/11/2008	4/7/2009	Closed	Plaintiff's Notice of Voluntary Non-Suit	Yes	DECLARATORY JUDGMENT
DIANA M REGALADO V. ALFRED P ROSS - I2008CA031762	FL PALM BEACH 15TH JUDICIAL CIR	10/10/2008	8/4/2009	Closed	Dismissed.	No	TORTS/NEGLIGENCE - MOTOR VEHICLE
INC. DAG ARCHITECTS V. LLC DST CARNIVAL - 08001512CA	FL WALTON 1ST JUDICIAL CIR.	9/19/2008	4/14/2009	Closed	Dismissed.	No	CONTRACTS
DABRIA D V. POST BUCKLEY - 08-CA-006826	FL HILLSBOROUGH 13TH JUDICIAL CIR.	3/28/2008	10/12/2009	Closed	Dismissed.	No	CONTRACTS - BREACH OF CONTRACT
BROOKS, JOHN A v. WOODWIND LAKES PARTNERSHIP #3 LTD - 200369920	TX HARRIS DIST. CT.	12/30/2003	8/20/2009	Closed	Judgment in favor of PBS&J, Inc.	No	REAL PROPERTY
CROPPER V. SHOPPES AT LITHIA LTD - 04-CA-003399	FL HILLSBOROUGH 13TH CIR. CT.	4/8/2004	8/13/2009	Closed	Settled	No	REMEDIES - INJUNCTIVE RELIEF
FLORIDA OUTDOOR ENVIRONMENTAL SERVICES LLC V. L & W LLC - H27CA2006000645	FL HERNANDO 5TH JUDICIAL CIR.	6/12/2006	6/29/2009	Closed	Final Judgment in favor of PBS&J	No	CONTRACTS

Updated: JANUARY 30, 2018
ATKINS BLUE = 3 YEARS
10-YEAR LITIGATION HISTORY GREEN = 5 YEARS

Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
SNEED V. GA DEPT OF TRANSPORTATION - 07CV4636	GA DEKALB SUPER. CT.	4/25/2007	5/22/2009	Closed	Settled	No	REAL PROPERTY
CCE VS. PBS&J CONSTRUCTION SERVICES, INC. AND POST BUCKLEY SCHUH & JERNIGAN, INC., ETAL, CASE NO. 200646041	270TH JUDICIAL CIRCUIT OF HARRIS COUNTY, TX	12/6/2006	11/21/2016	Closed	Settled	No	NEGLIGENCE
KONYS, JAMES V. PRATTE DEVELOPMENT CO INC - 06-A-528399-C	NV CLARK 8TH JUDICIAL DIST.	9/19/2006	5/5/2009	Closed	Dismissed.	No	CIVIL
FISHERMAN'S HARVEST INC. ET AL V. PBS&J ET AL - 3:05CV00151	TX U.S. DIST. CT., SOUTH	3/14/2005	3/19/2009	Closed	Settled	No	TORTS/NEGLIGENCE - PERSONAL PROPERTY
MONTVILLE V. WOODMONT BLDRS, ET AL - 05-4888	U.S. CT. OF APP., 3RD CIR	11/9/2005	8/27/2008	Closed	Dismissed.	Yes	ENVIRONMENTAL
YAMAURA LLANES, V. THE PBSJ CORPORATION - 3D07-2717	FL CT. APP., THIRD DIST.	10/24/2007	6/3/2008	Closed	Dismissed.	No	APPEALS
TRAVERSE POINTE PHASE I LLC V. LANDWELL COMPANY LP - 04-A-488410-C	NV CLARK 8TH JUDICIAL DIST.	7/7/2004	4/14/2008	Closed	Settled	No	CIVIL
NEWTON COUNTY WATER & SEWERAGE V. POST BUCKLEY SCHUH & JERNIGAN - 07100545	GA COBB SUPER. CT.	1/22/2007	4/3/2008	Closed	Settled	Yes	CIVIL PROCEDURE - PLEADING
TENNANT, KEITH V. PBS & J CONSTRUCTION SERVICES INC - 2007CC007001NC	FL SARASOTA 12TH JUDICIAL CIR	10/4/2007	3/27/2008	Closed	Dismissed.	No	REMEDIES - DAMAGES

Updated: JANUARY 30, 2018
ATKINS **BLUE = 3 YEARS**
10-YEAR LITIGATION HISTORY **GREEN = 5 YEARS**

Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
MT PLEASANT TOWN OF V. POST BUCKLEY SCHUH & JERNIGAN INC - CP10-2006-004152	SC CHARLESTON CT. C.P. AND GENERAL SESSIONS OF THE PEACE	10/20/2006	3/26/2008	Closed	Settled	Yes	CONTRACTS
SUNBELT CONSTRUCTION SERVICES INC V. YORK BRIDGE CONCEPTS INC - 2006CA004693	FL MANATEE 12TH JUDICIAL CIR.	9/8/2006	2/14/2008	Closed	Dismissed.	No	CIVIL
J.B., COXWELL CONTRACTING, INC. V. POST, BUCKLEY, SCHUH & JERNIGAN, INC., ET AL - 2006-CA-002041	FL DUVAL 4TH JUDICIAL CIR.	3/14/2006	2/14/2008	Closed	Settled	No	CIVIL
DANIEL, SOLANGE v. W C I COMMUNITIES INC - 2006-009841-CA-01	FL MIAMI-DADE 11TH JUDICIAL CIR.	5/22/2006	12/27/2007	Closed	Dismissed.	No	TORTS/NEGLIGENCE
HALL T V. GRANITE CONSTRUCTION CO - 05-CA-005784	FL HILLSBOROUGH 13TH JUDICIAL CIR.	7/5/2005	12/14/2007	Closed	Dismissed.	No	TORTS/NEGLIGENCE
BOBS BARRICADES INC - 48-2006-CA-002658-O	FL ORANGE 9TH JUDICIAL CIR.	3/29/2006	11/16/2007	Closed	Dismissed.	No	TORTS/NEGLIGENCE
JOHN F WENDEL REVOCABLE TRUST V. HAYES BOSWORTH INC - 2007CA-005549-0000-LK	FL POLK 10TH JUDICIAL CIR.	9/26/2007	10/10/2007	Closed	Dismissed.	No	CONTRACTS
DOROTHY LAPERLE V. SUMTER COUNTY FLORIDA - 2005CA001068	FL SUMTER 5TH JUDICIAL CIR.	8/4/2005	10/4/2007	Closed	Dismissed.	No	CIVIL
LLC R.E. LOANS V. LP ZOHOURI SEAGROVE - 06000628CA	FL WALTON 1ST JUDICIAL CIR	11/29/2006	8/23/2007	Closed	Dismissed.	No	FORECLOSURE

Updated: JANUARY 30, 2018
ATKINS **BLUE = 3 YEARS**
10-YEAR LITIGATION HISTORY **GREEN = 5 YEARS**

Case Title and Number	Court	Filing Date	Date Closed	Current Status	Disposition	Government Entity	Key Nature of Suit
FIPPINGER, BRYAN C V. POST BUCKLEY SCHUH & JERNIGAN - 48-2006-CA-004534-O	FL ORANGE 9TH JUDICIAL CIR.	6/5/2006	8/23/2007	Closed	Voluntary dismissal.	No	TORTS/NEGLIGENCE - MOTOR VEHICLE
HARTFORD FIRE INSURANCE CO V. LANDWELL CO LP - 06-A-522642-C	NV CLARK 8TH JUDICIAL DIST.	5/31/2006	7/26/2007	Closed	Dismissed.	No	CIVIL
RIC-MAN INTERNATIONAL INC v. POST BUCKLEY SHCHUH & JERNIGAN INC - 2004-011647-CA-01	FL MIAMI-DADE 11TH JUDICIAL CIR.	5/26/2004	7/26/2007	Closed	Voluntary dismissal.	No	REMEDIES - JUDGMENTS
PRADO, ZENAIDA B V. SHEARER, JUSTON - 04-A-484108-C	NV CLARK 8TH JUDICIAL DIST.	4/16/2004	7/26/2007	Closed	Settled	No	CIVIL
VAL D'ISERE HOMEOWNERS ASSN V. VILLAS LLC - 03-A-471515-C	NV CLARK 8TH JUDICIAL DIST	7/31/2003	7/25/2007	Closed	Dismissed.	No	CIVIL
MARCEL MONCRIEFFE v. RALPH H EMER - 2003CA006565	FL PALM BEACH 15TH JUDICIAL CIR	6/20/2003	6/4/2007	Closed	Dropped from suit.	No	TORTS/NEGLIGENCE; MOTOR VEHICLE
BONNIEVIEW HOMEOWNER V. WOODMONT BUILDERS, ET AL - 2:03CV04317	NJ U.S. DIST. CT.	9/12/2003	1/25/2007	Closed	Settled	No	ENVIRONMENTAL
MONTVILLE TOWNSHIP V. WOODMONT BUILDERS, ET AL - 2:03CV02680	NJ U.S. DIST. CT.	6/5/2003	1/25/2007	Closed	Settled	Yes	ENVIRONMENTAL
WOO, DAVID V. POST BUCKLEY SCHUH AND JERNIGAN INC - 04-A-481848-C	NV CLARK 8TH JUDICIAL DIST.	3/9/2004	1/19/2007	Closed	Dismissed.	No	CIVIL

Form A-5 Addendum to Bid Documents

NORTH MIAMI FLORIDA

FORM A-5

ADDENDUM TO BID DOCUMENTS

BID NUMBER: 66-16-17

BID OPENING DATE: April 10, 2018

To All Bidders:

It is the Bidder's responsibility to assure receipt of all addenda. The Bidder should verify with the designated Contracting Officer prior to submitting a proposal that all addenda have been received. Bidder's are required to acknowledge the number of addenda received as part of their proposals.

This form must be returned with your bid as acknowledgement of receipt of all addenda issued for this RFP,RFQ or IFB and must be signed in the space provided below. Bidder's failure to return this form will be deemed non-responsive and will not be considered for contract award.

Please initial to acknowledge receipt of addenda pertaining to this contract:

Addendum No. 1 N/A

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

Addendum No. 6 _____

Addendum No. 7 _____

Addendum No. 8 _____

Addendum No. 9 _____

Addendum No. 10 _____

Acknowledged by:
Name: Ruben Hernandez Gregorat, PE/VP, Sr. Division Manager
Signature:
Date: April 6, 2018

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P#59794.JR.18

Form A-6 Bidders Disclosure of Subcontractors and Suppliers

Form "A-6"

BIDDER'S DISCLOSURE OF
SUBCONTRACTORS AND SUPPLIERS

RFQ, RFP OR IFB NO. 66-16-17

DISCIPLINE Disaster Debris Monitoring

Team Composition Plan

Please provide the following for tracking purposes only:

*Actual percentages depend on the level of response required.

Business Association	Business Name	*Business Address*	*Business* Phone #	Describe Type of Work to be Performed	% of Work	Diversity Class. *
Prime Contractor	Atkins North America, Inc.	800 Waterford Way, 7th Floor, Miami, FL 33126	305.592.7275	Emergency management, disaster debris monitoring	35%*	N/A
Subcontractor	Aerotek	8333 NW 53rd Street, Suite 601, Doral, FL 33166	305.908.6060	Recruiting	60%*	N/A
Subcontractor	Florida Disaster Consulting (FDC)	P.O. Box 7895 Lakeland, Florida 33813	863.370.2039	Emergency management planning and response	5%*	N/A
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Joint Venture						

Diversity Classification:

A = Asian American *B = African American* *F = American Woman*

H = Hispanic American *N = Native American* *L=Local Vendor (North Miami)*

P#59794.JR.18

Form A-7 General Insurance Requirements

Form "A-7"

General Insurance Requirements

Bidders must submit with their bid or proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance – Statutory limits and Employer's Liability Insurance - $1,000,000
- Fidelity / Dishonesty Coverage - $500,000 per occurrence
- Professional Liability (Errors and Omissions) Insurance –
    1. $1,000,000 per occurrence, $2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed $25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;
    2. Claims made policy must have an extended coverage reporting period of two years past the coverage completion date;
    3. For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.
- Commercial General Liability Insurance – preferably written on an occurrence form with $1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.
- Automobile Liability Insurance – $1,000,000 combined single limit bodily injury & property damage.

The successful Bidder(s) must submit, prior to signing of contract, a Certificate of Insurance including the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Consultant shall guarantee all required insurance remain current and in effect throughout the term of contract.

Please note: The insurance requirements listed above are general in nature and should only be used as an indication of the most frequently required levels of coverage. Actual requirements may vary and will be fully documented within each individual IFB/RFP.

P#59794.JR.18

Form A-8 Statement of No. Response RFQ/RFP/IFB No.

Form "A-8"

STATEMENT OF NO RESPONSE
RFQ / RFP / IFB NO 66-16-17

Recipients of this solicitation may elect not to respond. The City is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the City requests that the reason(s) be indicated below and this form returned to:

City of North Miami
Procurement Department
725 NE 125th Street
Fax Number: (305) 895-1015

REASONS:

1. _____ Do not offer this product / service or an equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment.)

Explanation: _____

_____

_____

Desire to receive future City solicitations? X Yes ___ No

COMPANY: Atkins North America, Inc.

NAME: Ruben Hernandez Gregorat, PE TITLE: VP, Sr. Division Manager

ADDRESS: 800 Waterford Way, 7th floor, Miami FL 33126

TELEPHONE: (305) 592.7275 DATE: April 6, 2018

P#59794.JR.18

Form A-9 Bid Bond

N/A

Form "A-9"

Bidder Must Submit With Bid
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____as Principal, hereinafter called Contractor, and _____ _____as Surety, are held and firmly bound unto the City of North Miami, Florida, as a municipal corporation of the State of Florida, hereinafter called the City, in the sum of five percent (5%) of the Base Bid amount of:

_____
(Written Dollar Amount)

dollars ($_____) lawful money of the United States of American, 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 Contractor contemplates submitting or has submitted, a Bid to the City for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the Work covered in the Bid Documents which include the Project Manual, the detailed Plans and Specifications, and any Addenda thereto, for the _____ entitled, _____

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after notice having been given of the Award of the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor within ten (10) consecutive calendar days after notice of such acceptance, enters into a written Contract with the City and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of North Miami and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Contractor.

P#59794.JR.18

N/A

Form "A-9"

IN WITNESS WHEREOF, the above bounded parties have caused this Bond to be executed by their appropriate officials of the _____ day of _____, 20_____.

WITNESS:

_____

PRINCIPAL:
(If sole Proprietor or partnership)

_____
(Firm Name)

BY_____

_____
Title: (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

_____
(Corporate Name)

BY_____
(President)

Attest:_____
(Secretary)

(CORPORATE SEAL)

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

_____
(Copy of Agent's current License as issued by State of Florida Insurance Commissioner

SURETY:

_____

By:_____
Attorney-in-fact

(Power of Attorney must be attached)

P#59794.JR.18

Form A-10 Performance Bond

N/A

Form "A-10"

Successful Bidder must submit when Contract is signed

PERFORMANCE BOND

(This bond meets and exceeds the requirements of Florida Statutes)

STATE OF FLORIDA)
ss
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS that we, _____ _____ as Principal, hereinafter called Contractor, and _____ as Surety, are firmly bound unto the City of North Miami, Florida, as Obligee, hereinafter called the City, in the Penal sum of _____ Dollars ($_____), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor, on the ____ day of _____, 20____, entered into a certain contract with the City, hereto attached, for _____ Entitled**,** _____ which Contract is made a part hereof by reference thereto.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract, and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be void; otherwise to remain in full force and effect.

WHENEVER the Principal shall be and is declared by the City to be in default under the Contract, or whenever the Contract has been terminated by default of the Contractor, the City having performed the City's obligations thereunder, the Surety shall:

l. Complete the Contract in accordance with its terms and conditions, or at the City's sole option, shall:

2. Obtain a Bid or Bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by the City and the Surety of the responsible Bidder, arrange for a Contract between such Bidder and the City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the City

P#59794.JR.18

N/A

Form "A-10"

to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

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

The Surety shall and does hereby agree to indemnify the City and hold it harmless of, from and against any and all liability, loss, cost, damage or expense, including reasonable attorneys fees, engineering and City fees or other professional services which the City may incur or which may accrue or be imposed upon it by reason of any negligence, default, act and/or omission on the part of the Contractor, any Subcontractor and Contractor's or Subcontractors agents, servants and/or employees, in, about or on account of the Construction of the work and performance of said Contract by the Contractor.

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance of the project by the City as are provided for in the Contract Documents, and the Contractor hereby guarantees to repair or replace for the said periods all work performed and materials and equipment furnished, which were not performed or furnished according to the terms of the Contract Documents. If no specific periods of warranty are stated in the Contract Documents for any particular item of work, material or equipment, the Contractor hereby guarantees the same for a minimum period of one (1) year from the date of final acceptance by the City of the entire project.

Any suit on this bond must be instituted within such period or periods as may be provided by law.

P#59794 JR.18

N/A

Form "A-10"

IN WITNESS WHEREOF, the above bounded parties have caused this Bond to be executed by their appropriate officials of the _____ day of _____, 20_____.

WITNESS:

_____

PRINCIPAL:
(If sole Proprietor or partnership)

_____
(Firm Name)

BY_____

_____
Title: (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

_____
(Corporate Name)

BY_____
(President)

Attest:_____
(Secretary)

(CORPORATE SEAL)

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

_____
(Copy of Agent's current License as issued by State of Florida Insurance Commissioner

SURETY:

_____

By:_____
Attorney-in-fact

(Power of Attorney must be attached)

P#59794.JR.18

Form A-11 Labor and Material Payment Bond

N/A

Form "A-11"

Successful Bidder Must Submit when Contract is Signed

LABOR AND MATERIAL PAYMENT BOND
(SECTION 255.05, FLA. STAT.)

KNOW ALL MEN BY THESE PRESENTS:

That we,_____, as Principal, (CONTRACTOR),whose primary office is located at _____, and whose phone number is _____, and _____, as SURETY, are bound to the City of North Miami, Florida, as Obligee, (CITY), in the amount of _____Dollars ($_____) for the payment of which CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, dated the _____day of _____, 20___, with the CITY in response to _____ which is by reference made a part of this Bond and which shall be performed at legally described as: _____

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

(1) Performs the Contract between the CONTRACTOR and the CITY, at the times and in the manner prescribed in the Contract; and

(2) Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Contract: and

(3) Pays CITY all losses, damages, expenses, costs and attorneys fees at trial and appellate proceedings, that CITY sustains because of default by CONTRACTOR under the Contract: and

(4) Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract,

then this Bond is void; otherwise it remains in full force.

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

P#59794.JR.18

N/A

Form "A-11"

Whenever CONTRACTOR shall be, and is declared by CITY to be, in default under the Contract, and the CITY having performed CITY's obligations under the Contract, the SURETY shall promptly remedy the default or promptly:

(1) Complete the CONTRACT in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, or, if the CITY elects, upon determination by the CITY of the lowest responsible Bidder, arrange for a Contract between such Bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, including other costs and damages for which the SURETY may be liable. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments less the amount properly paid the CITY to CONTRACTOR.

(3) The Surety shall defend, indemnify and hold harmless the City from and against any and all liability, loss, cost, damage or expense, including reasonable attorneys fees, at trial and appellate levels, engineering and Cityural fees or other professional services which the CITY may incur or which may accrue or be imposed upon the City by reason of any negligence, default, act and/or omission on the part of the CONTRACTOR, any Subcontractor or their agents, servants or employees, in, about, arising out of or on account of work and performance of the Contract by the CONTRACTOR.

(4) This Bond shall remain in full force and effect until after the date of the City's acceptance of the work as is provided for in the Contract Documents. The CONTRACTOR guarantees to repair or replace all work performed and materials and equipment furnished, which are not performed or furnished according to the terms of the Contract. If no specific periods of warranty are stated in the Contract for any particular item of work, material or equipment, the CONTRACTOR warrants and guarantees the work, material or equipment for a minimum period of one (1) year from the date of the City's final acceptance of the Work.

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

Any action under this Bond must be instituted in accordance with Section 255.05, Florida Statutes.

P#59794.JR.18

N/A

Form "A-11"

IN WITNESS WHEREOF, the above bounded parties have caused this Bond to be executed by their appropriate officials of the _____ _____ day of _____, 20_____.

WITNESS:

_____

PRINCIPAL:
(If sole Proprietor or partnership)

_____
(Firm Name)

BY_____

_____
Title: (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

_____
(Corporate Name)

BY_____
(President)

Attest:_____
(Secretary)

(CORPORATE SEAL)

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

_____
(Copy of Agent's current License as issued by State of Florida Insurance Commissioner

SURETY:

_____

By:_____
Attorney-in-fact

(Power of Attorney must be attached)

P#59794.JR.18

N/A

Form "A-11"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

_____ Corporate
Secretary Seal

STATE OF FLORIDA)

ss

COUNTY OF)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney in Fact, for the_____and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of North Miami, Florida.

Subscribed and sworn before me this _____ day of _____, 20____ A.D.

(Attach Power of Attorney) _____

Notary Public
State of Florida-at-Large
My commission Expires: _____

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Form A-12 Surety Bond Program

N/A

Form "A-12"

SURETY BOND PROGRAM
As printed in Small Business Administration Guide June 2000
The Program

The U.S. Small Business Administration (SBA) can guarantee bonds for contracts up to $1.25 million, covering bid, performance and payment bonds for small and emerging contractors who cannot obtain surety bonds through regular commercial channels. SBA's guarantee gives sureties an incentive to provide bonding for eligible contractors, and thereby strengthens a contractor's ability to obtain bonding and greater access to contracting opportunities. A surety guarantee, an agreement between a surety and the SBA, provides that SBA will assume a predetermined percentage of loss in the event the contractor shall breach the terms of the contract.

Definition of a Surety Bond

A surety bond is a three-party instrument between a surety, the contractor and the project owner. The agreement binds the contractor to comply with the terms and conditions of a contract. If the contractor is unable to successfully perform the contract, the surety assumes the contractor's responsibilities and ensures that the project is completed. Below are the four types of contract bonds that may be covered by an SBA guarantee:

1. Bid – Bond which guarantees that the bidder on a contract will enter into the contract and furnish the required payment and performance bonds.
2. Payment – Bond which guarantees payment from the contractor of money to persons who furnish labor, materials equipment and/or supplies for use in the performance of the contract.
3. Performance – Bond which guarantees that the contractor will perform the contract in accordance with the terms.
4. Ancillary – Bonds which are incidental and essential to the performance of the contract.

Eligibility

A contractor applying for an SBA bond guarantee must qualify as a small business, in addition to meeting the surety's bonding qualifications. Businesses in the construction and service industries can meet SBA's size eligibility standards if their average annual receipts, including those of their affiliates, for the last three fiscal years do not exceed $5 million. Local SBA offices can answer questions dealing with size standard eligibility.

Types of Eligible Bonds

Bid bonds and final bonds are eligible for an SBA guarantee if they are executed in connection with an eligible contract and are of a type listed in the "Contract Bonds" section of the current Manual of Rules, Procedures and Classifications of the Surety Association of America (SAA). Ancillary bonds may also be eligible for SBA's guarantee. (For further information and clarifications, please contact our nearest field office).

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N/A

Size of Eligible Contracts

The SBA can guarantee bonds for contracts up to $1.25 million.

SBA Guarantee

The SBA reimburses a participating surety (within specified limits) for the losses incurred as a result of a contractor's default on a guaranteed bid bond, payment bond, performance bond or any bond that is ancillary with such a bond. Activity is accomplished through the Prior Approval program or the Preferred Surety Bond (PSB) program.

Under the Prior Approval program, the agent reviews the application package and recommends it to the surety company for approval. If the surety company agrees to issue a bond with the SBA guarantee, the package is forwarded to the appropriate SBA/SBG Area Office and evaluated by SBG personnel. If the applicant is determined to be qualified and approval is reasonable in light of the risk, SBA may issue a guarantee to the surety company. The surety then issues the bond to the contractor. SBA's guarantee agreement is with the surety company not with the small business contractor.

Form "A-12"

Any surety company certified by the U.S. Treasury to issue bonds may apply for participation in the Prior Approval program, but its bonds are subject to SBA's prior review and approval. Contractors bonded under this program are generally smaller and less experienced than contractors bonded under the Preferred Surety Bond (PSB) program. To compensate surety companies for the risk associated with bonding Prior Approval contractors, SBA guarantees 90 percent of the losses incurred on bonds up to $100,000 and on bonds to socially and economically disadvantaged contractors, and 80 percent of the losses incurred on all other bonds under this program.

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Form A-14 References

REFERENCES (Form A-14)

List a minimum of three (3)

Name: City of Rockledge, FL Contact: Ken Poole

Address: 1400 Garden Road

City: Rockledge State: FL Zip: 32955

Contact Person: Ken Poole

Phone: 321.221.7540 E-Mail: ckpoole@cityofrockledge.org

Type of Job Performed & Cost: Hurricane Irma and Matthew Debris Removal Monitoring

Cost: $670,000

Name: Bradenton Beach, FL Contact: Tom Woodard

Address: 107 Gulf Drive North

City: Bradenton Beach State: FL Zip: 34217

Contact Person: Tom Woodard

Phone: 941.778.1005 E-Mail: twoodward@cityofbradentonbeach.com

Type of Job Performed & Cost: Hurricane Irma Debris Monitoring Services

Cost: $5,500

Name: MEMA (Mississippi Emergency Management Agency) Contact: Clayton C. French, Jr.

Address: 1 Mema Dr.

City: Pearl State: MS Zip: 39208

Contact Person: Clayton C. French, Jr.

Phone: 601.933.6702 E-Mail: cfrench@mema.ms.gov

Type of Job Performed & Cost: Hurricane Katrina Public Assistance Program Management and Staffing

Cost: $42.5 Million

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Minimum Qualifications and Proposal Submittal Checklist

Section 8.0
Minimum Qualifications and Proposal Submittal Checklist

1.)	Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz.org report with your company registered in active status. **Located on page 6.**	**Submit Copy of Active Sunbiz.org Registration** X
2.)	Respondent must have completed a minimum of three (3) projects of similar size to the City of North Miami, scope and complexity as detailed in Section 2.7.	**Submit Verifiable Documentation Firm has completed three (3) Debris Monitoring Projects** X
3.)	Respondent must provide proof of being incorporated as a business of providing the services detailed herein for at least five (5) years.	**Submit Verifiable Documentation Firm has been in business for a minimum of five (5) years** X
4.)	Respondent must provide at least two (2) references of clients to which it has provided tennis facility operations/management within the last ten (10) years.	**Submit Form A14** X

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Vendor Registration Form

Vendor Registration Form

VENDOR INFORMATION

*Required Fields.

* Date: April 6, 2018

* Business Name:
Atkins North America, Inc.

* Mailing Address:
800 Waterford Way, 7th floor, Miami FL 33126

* Remit to Address: (If Different from Above)

* Contact Person:
Scott Lawson, Ph.D., PE, LEED AP
Director, Emergency Management National Services

* Telephone:
(305) 592.7275

* Facsimile:
(305) 599.3809

* Federal Tax ID Number: (If None, SSN)
59-0896138

* Email Address:
Scott.Lawson@atkinsglobal.com

* Website Address:
www.atkinsglobal.com

* Date Business Established: 1961

* Indicate which method you prefer to have purchase orders delivered:

☒ Email Scott.Lawson@atkinsglobal.com

☐ Fax _____

☐ Mailed _____

Please indicate what type of services your company provides. Failure to provide this information will result in the City NOT informing you of bidding opportunities.

LOCAL VENDOR / MINORITY BUSINESS SURVEY

*The City of North Miami tracks the status of local and minority businesses. Please check the boxes below to indicate the ownership status of your business.

- ☐ 1. Woman Owned Business
- ☐ 2. Black Owned Business
- ☐ 3. Hispanic Owned Business
- ☐ 4. Other _____
- ☐ 5. Local North Miami Vendor (Business Tax Receipt Required)

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NORTH MIAMI FLORIDA

Vendor Registration Form

COMPANY CONTACT PERSON

Person authorized to sign bids, offers and contracts (indicate if Agent)

Name: Ruben Hernandez Gregorat, PE Title: VP, Sr. Division Manager

Phone: 305.514.3233 Fax: 305.599.3809

Email Address: Ruben.HernandezGregorat@atkinsglobal.com

VENDOR / BIDDER DISCLOSURE

Are the Owners or any Officers currently or in the last two (2) years an employee of the City of North Miami?

◯ YES ⊗ NO

W-9 FORM

The Internal Revenue Service requires that the City have on file a completed W-9 form for all vendors. Please complete the attached IRS W-9 Form and submit it to the City along with the vendor application. For a complete copy of the W-9 form please visit the IRS website at www.IRS.gov.

The above listed company and all parties to the above listed company understand and have read City Ordinance 1244 Procurement Code and acknowledge that by becoming a vendor to or contracting that the City of North Miami, no conflict of interest will exist or be created.

Print Name: Ruben Hernandez Gregorat, PE
VP, Sr. Division Manager

X _____

IN ORDER FOR THIS VENDOR REGISTRATION TO BE PROCESSED, THE FOLLOWING FORMS MUST BE RECEIVED TOGETHER WITH THE REGISTRATION FORM:

REQUIRED FORMS

W-9 FORM
LIST OF SERVICES PROVIDED
BUSINESS TAX RECEIPT (North Miami Residents Only)
REGISTATION FROM THE FLORIDA DIVISION OF CORPORATIONS

PLEASE NOTE:
YOU MAY E-MAIL, FAX OR MAIL YOUR REGISTRATION FORMS WITH THE ATTACHMENTS TO:
purchasing@northmiamifl.gov
Phone 305-895-9886 | FAX: 305-891-1015
City of North Miami Purchasing Department
776 NE 125 Street | North Miami, Fl 33161

Revised 10/12 2

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Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Atkins North America, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
4030 W. Boy Scout Blvd. #700

Requester's name and address (optional)

6 City, state, and ZIP code
Tampa, FL 33607

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 0 8 9 6 1 3 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Patricia A. McSweeney Date ▶ FEB. 5, 2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X Form **W-9** (Rev. 12-2014)

P#59794.JR.18

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/23/2018

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

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

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102421774-Atkin-GAWU-17-18 NOC	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Atkins North America, Inc. 4030 West Boy Scout Blvd., Ste 700 Tampa, FL 33607	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** N/A — N/A **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** ATL-004810855-02 **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GLO 0137576-03	10/15/2017	10/15/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 50,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BAP 0137575-03	10/15/2017	10/15/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 0137577-03	10/15/2017	10/15/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Re: RFP No. 66-16-17; Disaster Debris Monitoring Services

City of North Miami is included as additional insured where required by written contract with respect to general liability and auto liability coverages.

CERTIFICATE HOLDER

City of North Miami
City Hall 1st Floor
776 NE 125th Street
North Miami, FL 33161

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Addl. Prem	Return Prem.
BAP0137575-03	10/15/2017	10/15/2018	10/15/2017		$-	$-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   - **a.** Cancellation, if cancelled for any reason other than nonpayment of premium; or
   - **b.** Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

U-CA-832-A CW (01/13)
Page 1 of 1

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P#59794.JR.18

Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0137576-03	10/15/2017	10/15/2018	10/15/2017		$-	$-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   - **a.** Cancellation, if cancelled for any reason other than nonpayment of premium; or
   - **b.** Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

P#59794.JR.18

U-GL-1521-A CW (10/12)
Page 1 of 1

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 99 06 33**

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT	**30**

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/15/2017 Policy No.: WC-0137577-03 Endorsement No.
Insured: SNC-Lavalin Engineers & Constructors, Inc. Premium $

Insurance Company: Zurich American Insurance Company

WC 99 06 33
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P#59794.JR.18

MARSH

Certificate of Insurance

No.: **2017-896-ATK** Dated: **March 23, 2018**

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder:	**Named Insured and Address:**
City of North Miami **City Hall 1st Floor** **776 NE 125th Street** **North Miami, FL 33161**	**Atkins North America, Inc.** **4030 West Boy Scout Blvd. Ste. 700** **Tampa, FL 33607-5713**

This certificate is issued regarding:
RFP No. 66-16-17; Disaster Debris Monitoring Services

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured Or Limits of Liability	
PROFESSIONAL LIABILITY • Claims Made Policy	Lloyd's Underwriters (Lead) and other participating insurers	FINPA1700123	Apr 30, 2017 to Apr 30, 2018	Per Claim and in the Annual Aggregate	USD 1,000,000

Notice of cancellation:
Should any of the policies described herein be cancelled before the expiration date thereof, the insurer(s) affording coverage will endeavour to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer(s) affording coverage, their agents or representatives, or the issuer of this certificate.

Marsh Canada Limited
1981 McGill College Avenue, Suite 820
Montréal, QC H3A 3T4
Telephone: (514)-2855928
Fax: (514)-2854716
caroline.dufault@marsh.com

Marsh Canada Limited

By: _____
Caroline Dufault

P#59794.JR.18

Caroline Dufault
Vice-president

Marsh Canada Limited
1981 McGill College Ave., Suite 820
Montreal, Quebec H3A 3T4
514 285 5928
Fax 514 285 6615
caroline.dufault@marsh.com
www.marsh.ca www.marsh.com

7 March 2018

To: Certificate Holder

From: Caroline Dufault
Marsh Canada Ltd.

Re: Atkins North America, Inc., f/k/a Post, Buckley, Schuh & Jernigan, Inc.
d/b/a PBS&J (and all related entities)
4030 West Boy Scout Blvd., Suite 700
Tampa, FL 33607

CERTIFICATES OF INSURANCE - Professional Liability
April 30, 2018 Policy Renewal Date

To Whom It May Concern:

Negotiations are underway for Atkins North America, Inc. and their related entities April 30, 2018 insurance renewal. Once the negotiations are completed we will issue renewal certificates of insurance without a lapse in coverage.

Renewal certificates can be ordered by e-mailing montrealcert@marsh.com with this letter along with a copy of the expiring certificate(s), if available. Please indicate in the subject line of your e-mail that it is for a renewal. Attaching a copy of the expiring certificate will help expedite the process.

Thank you for your assistance.

Caroline Dufault
Vice-president

P#59794.JR.18

SOLUTIONS...DEFINED, DESIGNED, AND DELIVERED.

MARSH & McLENNAN COMPANIES

www.atkinsglobal.com/northamerica

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Tel: 305.592.7275

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